

Exhibit 2

Exhibit 2



A G R E E M E N T

-Between-

TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters

-And-

ENCORE BOSTON HARBOR

APRIL 19, 2021 through APRIL 18, 2023

Sean M. O'Brien
President/Principal Officer

Thomas G. Mari
Secretary-Treasurer

Printed & Assembled by
Teamsters Local Union No. 25
Office Staff

***** IMPORTANT *****

**UPON TERMINATION OF EMPLOYMENT,
YOU MUST CALL THE UNION DUES OFFICE AT:**

(617) 241-8825

**TO REQUEST A WITHDRAWAL CARD
IMMEDIATELY, OTHERWISE YOU WILL BE
REQUIRED TO CONTINUE PAYING YOUR
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25
544 MAIN STREET
CHARLESTOWN, MA 02129**

(617) 241-8825

(800) 537-9825

FAX (617) 242-4284

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Agreement

Agreement made between UNITE HERE Local 26 affiliated with UNITE HERE and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers, Local 25, joint representatives hereinafter collectively called the *Union*, its successor and assigns, and Wynn MA, LLC, hereinafter referred to as the *Employer*. Local 26 shall at all times serve as the chief negotiator of the collective bargaining agreement and the administrator of the grievance and arbitration process.

The Union is hereby recognized as the sole collective bargaining agent for certain classifications of employees as listed hereunder in the specific hotels as individually designated.

Article 1 Recognition

The Union, its successor and assigns, is recognized as representing All regular full-time and regular part-time or steady extra food and beverage employees (including kitchen employees, servers, bussers, bartenders, cashiers and hosts), housekeeping, PAD, laundry employees (in house laundry only, most laundry is outsourced), house persons, bell persons, doorpersons, telephone operators/PBX, front desk, parking employees, warehouse, horticulture, shipping and receiving, dock and transportation employees (including valet, shuttle drivers and limo drivers), but excluding all secretarial, office clerical, and sales employees and all managers, supervisors, and guards as defined in the National Labor Relations Act, and the provisions of this Agreement apply to all employees for whom the Union is the bargaining agent. In the event that during the term of this Agreement additional classifications are organized, and provided they are so recognized by the Employer, or certified by the National Labor Relations Board, it is agreed that they shall become a part of this Agreement on the date of recognition or certification.

Outsourcing

The Agreement shall not cover employees employed by the Employer or any agent, contractor or vendor of the Employer, in/at the following classifications and/or business entities associated with the Employer:

- a) Any and all Employer-owned retail operations
- b) Any and all recreational centers, including nightclub, pool employees, lifeguards, and pool attendants
- c) Any and all spa and/or salon operations;
- d) Leased outlets including three (3) food and beverage outlets, nightclub space, 2 casual dining/quick serve outlets located in the former buffet area and the retail space all of which are identified in Exhibit {A} of this Agreement

Furthermore the agreement shall not preclude the Employer from contracting for the following services and such services shall not be covered by any provisions of this agreement including: currently outsourced bus/shuttle operations, spa, salon and fitness operations, laundry services,

off-site contracted warehouse services, and all grounds keeping services, boat operations, stone/marble cleaning, special deep carpet cleaning, exterior and interior window and chandelier cleaning, snow removal, automotive fleet cleaning and maintenance and special deep kitchen hood cleaning.

Bargaining Unit Work

It is understood and agreed that supervisory employees are not covered by this Agreement. It is further agreed and understood that employees whose job classifications are included in the contract cannot be considered supervisory employees.

Supervisors shall not normally perform bargaining unit work, except under the restrictions which are contained in Article 48 (Lateral Service).

After Acquired Operations

This Agreement shall cover all employees employed in classifications listed in Exhibit 1 in operations within the jurisdiction of the Union, for any operations located within a two-mile radius of the Employer's operations at One Broadway, Everett, Massachusetts, which after the effective date of and during the term of this Agreement, are owned by, operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement. The term "operations" shall be deemed to include any casino, hotel-casino, hotel, or events or meeting center, or a facility that combines two (2) or more of these elements. The term "operations" does not apply to any other type of enterprise.

Coverage of such an operation is conditioned upon and shall occur when the Union demonstrates that it has been authorized by a majority of the employees in the operation to represent them for the purposes of collective bargaining, but not sooner than ninety (90) calendar days after the operation officially opens to the public. The methods by which such authorizations may be obtained and majority support verified are set forth in Appendix C.

Article 2 Union Security

All employees covered by this Agreement who are not members of the Union shall be required to become members after thirty (30) days from the signing of this Agreement. All new employees shall become members of the Union the 31st day of employment. New employees may sign a Union membership application before commencing work or be cleared through the Union's Free Employment Service. The Union shall be notified weekly of all new employees hired during the previous week and all employees terminated during the previous week. All employees who become members as set forth above shall be required to maintain themselves in good standing with

the Union during the life of this Agreement. Failure of an employee to remain in good standing shall be cause for his/her discharge.

Article 3 Check Off

Any employee who is a member of the Union may sign and furnish to the Employer an approved, revocable authorization in writing directing and authorizing the Employer to deduct his/her Union dues and Initiation Fee from his/her paycheck every other calendar week in which he/she is employed. Upon receiving such authority as described above, the Employer will deduct said dues, initiation and reinstatement fees and, after collection, the proceeds will be delivered once each month to the Financial-Secretary of the Local who is hereby designated by the Union to be the proper and authorized custodian of the said funds. The name and address of the authorized Financial-Secretary, and any changes therein, will be furnished in writing to each Employer by the Union.

The Union agrees to hold the Employer harmless and to reimburse the Employer against any claims made by an employee for back pay, reinstatement or repayment of dues or initiation fees to employees arising from any action taken by the Company at the request of the Union to implement the union security and checkoff clauses in this Agreement.

The employer agrees to deduct certain specified amounts each pay date from the wages of those employees who shall have given the employer written authorization to make such deduction to be remitted no later than once each month to the Financial Institution designated by the employer. The employer shall not make deductions and shall not be responsible for remittance to the Financial Institution for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction. Company will remain compliant with federal, state, and local wage and hour laws.

To permit the Union to properly and efficiently carry out its responsibilities, the Employer, within the structure of the computer capabilities of the Employer's system shall provide the following information to the Union:

- (a) By the tenth (10th) day of each month, a list of all employees hired into the bargaining unit during the preceding month, including each employee's name, social security number, date of birth, ethnicity, address, phone number, department, location, job title, hire date, status (full time, part time, etc.).
- (b) By the tenth (10th) day of each month, a list of all bargaining unit employees terminated and the reason therefore, placed on leave of absence or transferred out of the bargaining unit, and of all employees transferred into the bargaining unit, during the preceding month including each employee's name, social security number, date of birth, race and the date(s) of such personnel transactions, and the expected date of return for leaves of absence.

(c) The reports described in subsections (a) and (b) shall be deposited in an electronic format approved to by both parties.

(d) The Employer shall furnish the Union with a quarterly list of all employees in the bargaining unit, including each employee's name, Social Security number, department, location, job title, home address, phone number, status (full time, part time, etc.) and date of hire, date of birth and ethnicity. This report shall be deposited in an electronic format approved by both parties

Monthly dues remittance:

The Employer shall remit each month to the designated financial officer of the Union, the amount of deductions made for that particular month, together with a list of employees and their Social Security numbers, for whom such deductions have been made. The information shall be deposited in an electronic format approved by both parties.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. Money from members of Local 26 shall be remitted within thirty (30) days after the last day of the preceding month to the *UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York NY 10001* accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted. A copy of said form shall be sent to *UNITE HERE Local 26, 101 Station Landing, 4th Floor, Medford MA 02155*. With respect to members of Local 25, the contributions shall be made to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all pay periods. The Employer shall transmit to DRIVE Chapter 25 on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted by to the Employer.

Nothing contained in this agreement shall be construed so as to require any employer or employee to violate any applicable law.

Article 4 Hiring

Union Referral

As part of the gaming license process through the Massachusetts Gaming Commission, the company has several written hiring commitments which include but are not limited to our host and local communities and specific diversity goals. The gaming license requirements will take priority. Beyond the aforementioned commitments, whenever new employees are required in bargaining

unit classifications except as to extra banquet personnel, the Union shall be given the first opportunity to furnish such applicants, satisfactory to the requirements of the Employer. The referral by the Union of applicants for jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements. The Employer retains the right to reject any job applicant referred by the Union.

Neutrality

In the event that the Casino becomes subject to a state or federal right to work law, the Employer agrees to remain neutral with respect to any of its employees' or prospective employees; decisions regarding membership in or support for the Union. The Employer, its supervisors, managers and other agents will not take any action or make any statement that directly or indirectly states or implies any opposition to Union membership or to the selection or maintenance of the Union as the employees' collective bargaining representative, and will not encourage or assist employees either directly or through third parties to terminate Union membership, revoke dues checkoff authorization or invoke any right to reduce financial support for the Union. The Employer will inform any employee who inquires about union membership or support that the employee should contact the Union.

The Employer agrees not to hire kitchen employees from employment agencies that charge the employees for placement.

Article 5 Report Guarantee

Any employee covered by this Agreement who reports for work shall be given a minimum of eight (8) hours work or eight (8) hours pay, if on his/her regularly scheduled day, and a minimum of eight (8) hours work or eight (8) hours overtime pay if on an overtime day. Employee covered by this Agreement who are scheduled four – 10 hours shifts per week shall be given a minimum of ten (10) hours work or ten (10) hours pay, if on his/her regularly scheduled day, and a minimum of ten (10) hours work or ten (10) hours overtime pay if on an overtime day. The Employer may, however, contact the employee no less than 24 hours before a scheduled shift to give the employee the choice of whether to work the give the employee the choice of whether to work the scheduled shift. If the employee chooses to work, Employer may assign the employee other work which the employee is reasonably capable of performing, in addition to the employee's normal duties, provided this does not cause another employee to lose a scheduled shift. If the employee chooses not to work the scheduled shift, employee will not receive pay for the shift.

If an employee's normal workday is less than eight (8) hours, the employee will be given the number of hours of work or pay equal to the number of hours in his/her normal workday. This article shall not apply when the Employer does not request the employee to report for work but only for an interview. The provisions of this article shall not apply when the person reporting for work is under the influence of liquor or otherwise not acceptable for employment.

If an employee requests permission to leave before the completion of his/her scheduled shift and permission is granted, he/she will be paid only for the actual hours of time worked.

These eight (8) or ten (10) hour minimums will not apply under certain circumstances and modified under others. They are as follows:

1. They will not apply where the unavailability of work is due to fire, flood, power failure, "Act of God", civil disturbance, or loss of use of the property beyond the Employer's control. Under these circumstances, an employee will receive the minimum set by state law and regulations.

2. The Employer will be able to schedule food and beverage employees and outlet cocktail servers on a meals-only basis providing only a four (4) hour minimum guarantee. This scheduling shall include sufficient time allowance for room opening, closing and side work.

3. The Employer may create new turndown (housekeeping) positions within the bargaining unit warranting different shift hours.

4. Attendance at in-house meetings and required training will be compensated at the minimum set by state law and regulations.

5. No split shifts will be scheduled unless requested by the employee.

If an employee does not have any hours on the posted weekly schedule, the employee may notify the Employer by Thursday of the prior week that the employee does not want to be on the on-call list for the following week.

If the employee so notifies the Employer, the employee will not be called for extra shifts that may become available in the following week and therefore will not be put in the position of refusing work that may become available. If the employee does not so notify the Employer, the employee may be called in for shifts that become available in the following week.

Article 6

Hours and Overtime

The standard workweek and workday for all regular employees except those specially noted elsewhere in the Agreement shall consist of forty (40) hours, composed of five (5) eight (8) hour days worked within seven (7) days. Hours worked in excess of eight (8) hours each day or forty (40) hours in each week shall be paid for at one-and-one half times the regular rate. The Employer and the Union may negotiate regular schedules in certain classifications whereby the standard workweek and workday for all regular employees shall consist of forty (40) hours, composed of four (4) ten (10) hour days worked within seven (7) days, and hours worked in excess of ten (10) hours each day or forty (40) hours in each week shall be paid for at one-and-one half times the regular rate. Positions working four – ten (10) hours shifts when this agreement is ratified will continue to be permitted without further negotiations with the union.

Double time the employee's regular straight time hourly rate of pay shall be paid to regular employees for all hours worked on the seventh (7th) consecutive day worked, except where the seven (7) consecutive day of work is caused by a change in the employee's regular schedule. It is understood and agreed that in no event shall overtime be paid twice for the same hours under any overtime provision of this Agreement.

Open shifts shall be scheduled in the following order:

1. Employees in the same job classification where the open shift occurs who are scheduled for less than forty (40) hours by job classification seniority
2. Employees in the same classification where the open shift occurs who are scheduled for forty (40) hours by rotation within each work week based on job classification seniority.
3. Qualified employees from outside of the job classification where the open shift occurs who are scheduled for less than forty (40) hours by House seniority
4. Qualified employees from outside the job classification where the open shift occurs who are scheduled for forty (40) hours by rotation within each work week based on House seniority.

The Employer agrees to consult with the Union upon request regarding any problems in the distribution of open shifts or overtime. Beginning April 19, 2022, in the event of consistent and demonstrated abuse of the scheduling process by cancellation of shifts, failure to schedule in advance of a work week, or a failure to fill open shifts when there is a demonstrated need to do so, then the Union may move the matter directly to arbitration.

When overtime is required in circumstances when it is not feasible to utilize the process above, the Employer will seek qualified volunteers to work the overtime based on job classification seniority among the qualified employees who are working that day. If sufficient staffing is not attained, qualified employees will be selected by inverse seniority. If additional staffing is necessary, qualified employees working on the previous shift on the day in question will receive first right of refusal for working the overtime hours.

No schedule will be intentionally altered to prevent employees from receiving overtime hours.

All regular employees shall have two (2) consecutive days off except in cases of emergency. It is the intent of the Employer to provide its regular employees with consistent schedules, shifts and days off in order to balance their lives outside of the workplace. Although changes in an employee's schedule may arise in meeting the needs of the business, the Employer will do what is feasible to limit these occurrences especially as they may apply to senior employees.

The Employer will provide a fixed weekly schedule of working days, shifts and days off which schedule shall not be changed by the Employer without giving one week's notice to the employee affected. It is understood that the Employer will not change the days off frequently since the

Employer recognizes the wishes of the employees to have the same days off each week as long as possible.

The Employer shall have posted in each working place a current schedule indicating hours of work and days off of each employee.

Employees will not normally be scheduled for ten (10) consecutive days of work.

Each employee working a minimum 8 hour shift shall be provided with the opportunity to have one paid duty-free meal break of not less than sixty (60) minutes. In some departments the paid meal break is 30 minutes with 2 – 15 minute paid breaks or 40 minutes with 1 - 20 minute paid break with the total combined breaks not to exceed 60 minutes per day. Any employees working less than 8 hours shall be provided with the opportunity to have one paid duty-free meal break of not less than thirty (30) minutes.

The standard workday for regular employees shall consist of eight (8) hours or (10) hours without any split in hours.

None of the foregoing provisions shall apply to banquet waitpersons or banquet bartenders. Specific scheduling procedures are outlined in Appendix TBD.

In compliance with Massachusetts State Law, the Employer will provide consistent lunch breaks for all employees. However, it does maintain the right to schedule lunch breaks to meet the needs of both the Employer and its guests.

Article 7 Voter Registration

Two (2) times a year, the Casino will confer upon request with the Union to provide employees the opportunity to register to vote in the employee cafeteria during rest and meal breaks.

Article 8 Vacations, Holidays, and Sick Pay

The Encore Boston Harbor policies on holidays, vacation, and sick pay in place at the time of ratification this agreement (attached Appendix E) shall remain in place for the duration of this agreement. Violations of these policies will be subject to the grievance and arbitration procedures laid out Article 20.

Article 9 Wages and Benefit Funds

Wages:

All employees shall receive the following general hourly wage increases:

	4/19/2021	4/19/2022
Non-Tipped	9 %	9 %
Public Area Department	9 % + \$ 0.25 / hr.	9 %
Tipped	\$1.00	9 %

Employees shall be compensated at no less than the minimum wage rates listed in Appendix A and as those rates are increased with each yearly allocation.

The following departmental job classifications are considered tipped for purposes of this article: Food Server, Cocktail Server, Lounge Cocktail Server, Casino Service Cocktail Server, Gourmet Bartender, Casual Bartender, Lounge Bartender, Gourmet Bar Apprentice, Casual Bar Apprentice, Lounge Bar Apprentice, Apprentice Bartender. All other departmental job classifications are considered non-tipped for purposes of this article.

If there is a shortage of fifty dollars (\$50.00) or more in an employee's paycheck, the employer will correct it within 48 hours, excluding Saturdays, Sundays and Holidays.

No employee shall suffer a reduction in his/her hourly rate as a result of this Agreement, and this Agreement shall not interfere with the employees receiving higher wages or compensation for superior knowledge and ability, nor shall this Agreement serve to deprive these employees of any privileges enjoyed before the Agreement was made.

Whenever an employee substitutes for another employee in a higher classification, said employee shall be paid at the minimum rate for such higher classification, and the employee shall not raise any jurisdictional or other like objections to such change of duties. When transferred temporarily to a lower paid classification for the convenience of the employer, the employee shall continue to receive his regular rate of pay. Such transfers shall be subject to Article 13 (Seniority)

Health Fund:

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the said UNITE HERE HEALTH as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Effective May 1, 2022, the Employer shall contribute the amount per hour as determined by UNITE HERE HEALTH ("Fund") to maintain the agreed upon level of benefits and reserves to

the Fund for all hours for which an employee covered by this Agreement is compensated, including and without limitation, holiday and vacation hours, all FMLA hours compensated or not compensated. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

Plan Unit 108 Rates:

5/1/22: \$8.13 / \$4.31 for B and C list banquet employees

9/1/22: To Be Determined

Effective May 1, 2022 the Employer agrees to contribute the contribution rates necessary, as determined by the Fund, to sustain benefits. The parties agree and understand that, if the appropriate welfare contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the employer's participation pursuant to the Fund's Minimum Standards.

The increase in the Employer contribution to UHH effective 9/1/22 shall be no greater than \$0.40 per hour. Any increase in the contribution rate above \$0.40 per hour shall be paid for by reducing the economic package in this Article or through other mutually agreed upon economic changes to this Collective Agreement.

**Article 10
Uniforms and Dress Code**

When the Employer requires that employees wear uniforms of identical fabric, color and style, they shall be supplied in adequate size and number and shall be cleaned by the employer.

All employees shall be permitted while on duty to wear one official Union button evidencing union membership. The company has thoughtfully designed uniforms to appropriately represent the brand and compliment the overall guest experience. To ensure consistency in branding, the company and union will agree to the size and design of the button prior to the button being distributed to union members. The 1-inch diameter button illustrated below is acceptable to the union and the company:



The Employer shall have the right to establish and from time to time to change reasonable dress codes and grooming requirements. The cleanliness, fit, comfort, style and safety of uniforms are important to both the employer and the employees. Additionally, the quality of linen service with respect to standards of cleanliness, reliability of delivery and accuracy of count are integral to the health and safety and productivity of employees dealing with laundered linen service.

Article 11
Meals

All regular employees shall be entitled to one meal without charge for each shift worked, which shall be consumed on the premises for the convenience of the Employer. The value of such meals shall not be computed as income for tax purposes, so long as such exclusion is permitted by law.

If any employee works a split shift then said employee is entitled to two meals.

Any other previous practices with respect to provision of meals or other food or drink at mealtime or break time shall be continued.

Article 12
Lockers and Rest Rooms

Suitable lockers and sanitary rest rooms shall be provided for regular employees, and suitable protection shall be provided for the outer garments of Banquet Waitpersons at no cost to them. In the event of a general or individual inspection of lockers, there must be present a Union Steward, Chief Steward, or Union representative, or the employee whose locker is to be inspected. In the event of their refusal to be present, the Employer may conduct the inspection. The Massachusetts Gaming Commission, other regulatory authorities and law enforcement agencies will be able to conduct general or individual locker inspections without involving the Union.

Article 13
Seniority

House seniority shall become effective after an employee has satisfactorily completed his/her probationary period and shall be retroactive to the date of hire. Job classification seniority shall begin on the employee's most recent starting date in the classification, except as provided below. Employees shall be given full seniority credit for all time worked on a regular schedule of twenty (20) hours per week or more, or as a banquet A-List employee. Employees shall be given one-half seniority credit for all time worked on a regular schedule of less than twenty (20) hours per week. A list of departments presently in use by the Employer for departmental classification purposes has been delivered to the union simultaneous with the execution of this agreement. When the Employer establishes a new or consolidated position the application of seniority shall be subject to the grievance and arbitration procedure.

Job classification seniority shall govern where practicable the choice of available vacation periods, choice of available days off, and choice of shifts when open. The Employer will, where practicable, lay off employees rather than cut hours to enable as many senior employees as practicable to maintain as many hours as practicable within a straight time schedule.

Job classification seniority shall govern layoffs and recalls, provided the senior employee is qualified and will work the available hours scheduled and required by the Employer. An employee to be laid off shall have the following options:

1. To bump an employee with less House seniority who has the least job seniority in a classification in a department in which the employee to be laid off has prior satisfactory experience in the House. For this purpose the laid off employee shall be credited with all time previously worked in the previous classification, and shall retain such previous seniority credit after bumping back to the previous job.
2. The employee may bid on any available position, in accordance with the procedure provided by this Agreement.
3. The employee may take a layoff.

An employee bumped in accordance with the foregoing procedure shall have the same options as a laid off employee.

Recall shall be in reverse order of layoff for employees on lack of work status and for employees who have bumped into another job classification.

Employees shall lose their seniority for:

1. Quitting employment.
2. Discharge for just cause.
3. In the event that a laid off employee fails to return to work within five days after notice is given or sent to the last known address on file with the Employer.
4. Layoff or failure to work for a continuous period of 30 months or more.
5. If an employee accepts substitute employment while on a leave of absence.
6. Failure to return from a leave of absence as scheduled.
7. Working in a non-bargaining unit job with the Employer for more than six (6) months; during such six (6) month period, seniority shall be frozen but not lost.

The Employer shall supply the Union with seniority lists and shall maintain such lists on a current basis each six (6) months.

During a rebid in the Public Area Department, employees shall bid using job classification seniority on any available schedules on the AM shift, the PM shift, and the Overnight shift.

Article 14
Job Openings

The parties agree that promotions from within the bargaining unit are preferable to hiring from outside the bargaining unit, recognizing that special skills may require external hiring in certain positions. The Employer will take reasonable steps to aggressively encourage internal promotion applications. The Employer will upon request confer with the Union regarding possible steps to increase internal promotions.

Bargaining unit job openings shall be posted for at least five days on the Employer's career site.. Such postings shall include the job classification(s) and job description.

Employees may apply via the Employer's career site submit written requests for such promotional opportunities within the posting period subject to the need for external hiring specified in paragraph one. The Employer will give consideration to such bids, and the senior qualified employee will be given the opening unless a junior employee is more qualified. In the event that no internal applicant is qualified for the posted position, the Employer may fill the opening from outside of the bargaining unit. The Employer may also determine not to fill the job.

If a bargaining unit member is denied a job transfer or promotion, upon his or her request, the Employer will meet with the employee to discuss the reasons for the selection decision in preparing the employee for future opportunities.

An employee transferred or promoted to another job classification and/or department in or out of the bargaining unit shall be given a trial period of up to thirty (30) days. The employee's House seniority rights shall not be jeopardized by failing such a trial period. There will be no bumping under this clause. Employees successfully bidding and retained on a new job in the bargaining unit may not bid for another job until after he/she has been on the new job for at least six months, unless the union and Employer agree otherwise in special cases.

The Employer may take such steps as are necessary to fill a job during the posting and hiring procedure above.

Article 15
Bulletin Boards

The Casino will provide a bulletin board for the posting of official union notices of union meetings, union elections, union recreational and social affairs and other noncontroversial matters. In the event the Bulletin Board has a protective glass covering a key shall be provided to the Union in order for the Union to have access to the Bulletin Board.

Article 16
Visits by Union Representatives

Authorized business representatives of the Union shall have the privilege of visiting the premises during working hours, at reasonable times, to investigate grievances or for any other Union business which may be necessary to be transacted during working hours or before/after working hours. The Union representative shall try to engage with employees, including dining room employees, while the employees are on their break; shall not interfere with employees in the performance of their duties; and shall not engage in group or prolonged discussions in public (guest) areas. If the Union representative is not able to engage with employees while on break, the engagement shall be very brief and not interfere with the employees work or with the guest experience. The Union representative shall not visit the guest room floors, but the Union Steward(s) in Housekeeping shall be made available to the representative upon reasonable request during his/her working time and/or before/after their shift. Shop Stewards investigating grievances, conducting grievance meetings or other union business while on their shift must notify their manager so the manager can ensure their position is covered and there is no adverse impact on the guest experience. Union representatives shall enter and exit through the employee entrance and check in/out with security at the employee entrance. No Employer representative or agent shall follow or otherwise place under surveillance any Union representative while the representative is in the establishment. Notwithstanding the foregoing, the union acknowledges and agrees that, as a gaming establishment, Employer has video surveillance in all areas both front of house and back of house and that, while on property, all union representatives will be surveilled by Employer's surveillance system in a manner consistent with other vendors, employees, and guests on Employer's property.

The Union will comply with Massachusetts Gaming Commission (MGC) requirements to access the property, including back of house areas, and not enter areas restricted by Massachusetts Gaming Commission.

The Union will notify the Employer in writing who the authorized business representatives of the Union are.

If the Employer feels that the provisions of this Article are being abused and no agreement is reached between the parties, the Employer shall submit this visitation article to interest arbitration in accordance with the rules of the Labor Relations Connection.

Article 17

Discipline and Discharge

Employees may be discharged, suspended, or disciplined by the Employer for just cause. The parties agree that the policy of progressive discipline shall be used in all cases where warranted but egregious matters may result in suspension pending investigation (SPI) or termination with no prior discipline.

Disciplinary records will not be made available to other employers.

Upon prior arrangement with Employee Relations in Human Resources, an employee will be given the opportunity to inspect his/her personnel file in the Personnel Office during nonworking time.

If an employee so requests, a union steward or other union representative shall be present at a disciplinary interview or an investigatory interview which the employee reasonably believes might lead to disciplinary action.

With the exception of violations of the preventing harassment and discrimination policy, no disciplinary action may be used against an employee at arbitration nor can a commendation be used for an employee's defense that is more than 12 months old from the date on which the grievance was filed (exception: can be used for impeachment purposes). Commendations or meritorious letters may not be used by an employee at arbitration that are more than 12 months old from the date the underlying grievance was filed (exception: can be used for impeachment purposes).

Copies of disciplinary actions will be sent to the union.

Employees shall only be issued warning notices on the job during work time.

Employees shall not be disciplined for using sick days provided that the employee calls in appropriately to report such absences.

Article 18 Right to Manage

The right to manage the Employer's business and the direction and control of its employees are reserved solely to the Employer, subject to the express conditions of the Agreement. Such rights include the right to direct, plan and control operations, to determine the number of employees to be employed, and to determine the means, methods, work rules and schedules of operations. The Employer reserves the right, which is hereby recognized by the Union, to initiate any action toward any employee, including but not limited to, reclassification, retention, scheduling, assignment, promotion, transfer, layoff and/or rehire. Seniority, among other factors, will be considered by the Employer when making these decisions.

The determination of the type of service or products it will provide, the type and number of meals it will serve in its food outlets, the assignment of overtime, quality standards, hours of work, starting and quitting times and methods and procedures of operations to be used are the exclusive rights of the Employer, subject to the express conditions of the Agreement.

The foregoing itemizations are descriptive of the general rights of management and are not to be construed as limitations thereon.

Article 19 Rules and Postings

The Employer may establish and administer reasonable rules, regulations and procedures governing the conduct of employees upon notification to the Union, provided that such rules, regulations and procedures are not inconsistent with any provisions of this Agreement. The

Employer shall post and maintain any such rules in such places within its establishment, including without limitation the Employer's intranet, so that all employees affected thereby, and business representatives of the Union, may have an opportunity to become familiar with them. The reasonableness of any rules, regulations and procedures provided for herein are subject to the grievance procedures of the Agreement.

Article 20

Grievance Procedure

Any differences, disputes or grievances relating to the interpretation of this Agreement which arise during the term of the Agreement shall be disposed of as provided by this grievance and arbitration procedure.

No grievance shall be considered under the grievance procedure unless it specifies the nature of the grievance in writing to the Employer within thirteen (13) days after the circumstances giving rise to when the grievance first occurred or within thirteen (13) days after the date when the grievant reasonably should have known the grievance exists. Grievants shall endeavor to include in the grievance the facts, the Article(s) of this agreement believed violated, and the relief sought. Each grievance submitted must bear the signature of a shop steward or other union official.

A grievance must be referred to the next step within the time frame laid out in that particular step or the grievance will be considered settled on the basis of the last answer given. The employer shall reply in writing within the stated time periods; a failure to reply within the specified time period shall be considered to be a rejection of the grievance. If a grievance is settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.

Step 1: In the first instance the subject matter of any grievance shall be discussed between the Department Manager and the employee, the union steward and/or the Business Agent, who shall make every reasonable effort to adjust the grievance. The parties shall endeavor to meet within fifteen (15) days from the grievance filing date. The employer shall reply in writing within ten (10) business days of the receipt of the grievance; a failure to reply within the specified time period shall be considered to be a rejection of the grievance.

Step 2: If the parties are unable to adjust the grievance satisfactorily within ten (10) business days after its submission then the matter shall be presented by the union to the Department Head or his/her designee and Employee Relations within ten (10) business days after Step 1 for discussion between management and the employee and/or a union steward and the union representative. The employer shall reply in writing within ten (10) business days of the second step presentation; a failure to reply within the specified time period shall be considered to be a rejection of the grievance.

Step 3: Arbitration. If no adjustment is reached within ten (10) business days from the time it is submitted to the Human Resources Director or his/her designee in Step 2, the matter may be submitted within twenty (20) days thereafter to arbitration with a copy of such submission to the

Employer. If the grievance is not so submitted, the matter shall be considered closed. The arbitrator shall be selected on a rotational basis from a panel of four pre-determined arbitrators, administered by the Labor Relations Connection. Each party shall submit the names of three (3) arbitrators. Upon the submission of the arbitrators' names each party shall strike one name from the other's list. The remaining arbitrators will constitute the panel of arbitrators. On an annual basis (contract anniversary) either party may terminate any panel member. Replacement arbitrators will be selected by the party whose arbitrator selection was removed in an expedited manner.

Once an arbitrator is selected, he or she will hear the case within ninety (90) days from the date of selection. A decision must be rendered by the arbitrator within thirty (30) days after the close of the hearing which shall be extended to sixty (60) days should either party desire to file a brief. The expense for the arbitrator shall be borne jointly by the parties. The arbitrator shall be bound by the terms of this Collective Bargaining Agreement and shall have no right in any way to modify or revise it.

Article 21 Guest Relations

Every employee will at all times show respect and courtesy for casino guests. This respect is shown in their communications, conduct and other actions in interacting with casino guests. Violations of this policy will result in either progressive discipline or if the employee's conduct is so egregious, immediate termination.

Article 22 Jury Duty

Each employee shall be paid their regular wages for the first (3) three days, or part thereof, while on jury duty. If an employee serves more than three (3) days on jury duty, he or she shall be paid the difference between the amount received as juror's compensation and the employee's regular straight time hourly rate and calculated for only those scheduled workdays lost. If an employee is excused or released from jury service prior to the end of his or her regular workday, he or she shall promptly telephone his or her supervisor to determine whether the casino requires him or her to return to work. Employees must present a copy of the jury duty voucher in order to receive payment. The employee is responsible to inform his or her supervisor within a week upon receipt of notice to attend jury duty.

Article 23 No Strike or Lockout

The Hotel shall not engage in any lockout, and the Union and the employees shall not authorize, condone or engage in any strike, slowdown, picketing, cessation of work or other interference with the business during the life of the Agreement by reason of any dispute or disagreement, (1) between the two parties signatory hereto, (2) between either of the parties signatory hereto and a third party (except as set forth hereunder), or (3) between individuals, corporations, or unions not signatory to this Agreement.

Where the Union has been designated by the National Labor Relations Board as the bargaining agent for the employees of a leased or subcontracted operation of the Hotel which is performing work which had been performed by Hotel bargaining unit members Section (2) in the above paragraph shall not be operable, provided that, the strike is identified as a strike against said lessee or subcontractor, the Hotel has received written notice by the Union of the date of the intended strike thirty (30) days prior to the strike, and the Union is conducting a legal strike which has also been sanctioned by its International.

Article 24 Invalidity

In the event that any of the provisions of this Agreement may be declared invalid or illegal by operation of law, it is agreed that this Agreement shall be amended by modifying or eliminating such provisions and that all other provisions of this Agreement shall continue in full force and effect until termination of the Agreement in accordance with the terms hereof.

Article 25 Funeral Pay

A regular employee shall be paid for time lost from work during up to three (3) consecutive days following the date of notice of death in connection with the death of a member of his or her immediate family (i.e. parent, step-parent, spouse, domestic partner, child, step-child, brother, sister, or grandparent). For purposes of this Article, "funeral" is understood to mean a remembrance or memorial service as well as an actual funeral, where the memorial service or remembrance is held within ninety (90) days following the death of the relative or otherwise as agreed by the parties.

Article 26 Successor

a. In the event that the Employer voluntarily sells, transfers, or assigns all its right, title, or interest in the operation covered by this Agreement or substantially all of the assets used in such operation (or any part thereof in a permanent transaction), or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such voluntary sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of this Agreement including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and retain facially valid I-9 forms maintained by its predecessor in interest without re-verifying the work authorization status of any employee for whom Employer provides to the successor a facially valid I-9 form, and furnish a copy of the written assumption agreement to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest. The foregoing provisions concerning I-9 forms shall not apply where no such forms are required

by domestic law, or where applicable law mandates the successor, without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Employer or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Employer or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Employer's or successor's status as a Federal Government contractor or by other provision of law.

b. This subsection applies when separate, unaffiliated entities own and operate the Hotel. It is recognized that the Owner of the Hotel and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. It is also recognized that the Owner needs the flexibility to select from time to time the operating entity best suited to realization of the Owner's business objectives, and that this can be accomplished without injury to the interests of the employees in the bargaining unit. Therefore, Owner shall ensure that while Owner owns the Hotel, the terms of any future operating agreement or management contract covering the Hotel shall specifically require a written assumption of the collective bargaining agreement between the Union and operating entity including a promise that the successor or successors shall retain the employees employed in each of the units represented by the Union (subject to changes in the level of staffing) and Owner shall furnish a copy thereof to the Union. Further, should Owner or a direct or indirect subsidiary of Owner sell or otherwise transfer a controlling ownership interest in all or any part of the business of the Hotel (in one or a series of related stock or asset transactions), or in the event there is a change in the form of ownership of the Hotel or assets to which Owner is a party, Owner shall as a condition to such transaction obtain from the other party(ies) to the transaction who will take thereby any interest in the business or the assets used in the business a written assumption of the obligations of the Owner as set forth in this sub-paragraph "b," and a binding obligation that any operator it retains to operate the Hotel will assume and be bound by this collective bargaining agreement. Owner will furnish a copy of the assumptions delineated in the previous sentence to the Union. Owner further agrees that, to the extent it has such documents, as a condition of any such sale, transfer, or assignment, it will transfer to the successor(s) completed Forms I-9 for all bargaining unit employees, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 for bargaining unit employees ("I-9 Agreement") and furnish a copy of the I-9 Agreement (but not copies of the I-9s themselves) to the Union not less than 30 calendar days prior to the closing of the transaction. The foregoing obligation shall not apply where no such forms are required by domestic law or where applicable law mandates the successor, without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Employer or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Employer or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Employer's or successor's status as a Federal Government contractor or by other provision of law.

c. The Employer shall not divide or diminish the scope of the bargaining unit by contracting for the use of any space within the control of the Employer for operations of any sort customarily performed by bargaining unit employees, including but not limited to food and beverage outlets; any such contracting may be done by the Employer only in accordance with the terms of this Agreement, including those concerning subcontracting, and this provision does not alter or reduce to any extent the Employer's rights under such provisions. Nothing in this subsection shall preclude an owner or any other party in interest from contracting for the use of space that is not controlled or managed by the Employer as an existing part of the property's operation, or preclude the continued leasing or future leasing, whether to the current or any other lessee, of any space currently leased at the property, or preclude the leasing of space currently controlled by the Employer to a different third party subject to the provisions of section (b) in the following sentence. The Owner shall not require the Employer to relinquish any part of the property managed by the Employer except for (a) use in operations that would not be covered by this Agreement if they were conducted by the Employer or (b) use in operations that would be covered by this Agreement provided that the economic package paid to or on behalf of employees performing work covered by this Agreement shall not be less than the economic package paid to or on behalf of employees under this Agreement and shall include an employer-paid defined benefit pension plan. The economic package shall include all emoluments of employment having definite and quantifiable economic value, including but not limited to wages (including premiums, bonuses and incentives, guaranteed workdays or workweeks, health and hospitalization benefits, retirement plan participation, paid vacation, paid holidays and paid sick leave). Nothing in this section or the Agreement generally is intended to expand or otherwise add to the existing bargaining unit covered by the applicable collective bargaining agreements listed and attached hereto in Addendum A.

d. If ownership of the property is transferred in an involuntary transaction, the Employer shall deliver to the Union copies of the entire contents of the personnel files (excluding attorney-client privileged documents, investigatory materials and medical records) of all bargaining unit employees except those files which are delivered to the transferee because it has employed or has made a legally-binding commitment to employ the employees to whom the files pertain.

e. The provisions of this Agreement prohibiting strikes shall be suspended upon the initiation of any proceeding to authorize the sale of the property in an action filed under Chapters 7 or 11 of the United States Bankruptcy Code with respect to the property or with respect to a business segment that includes the property, or by delivery to the Employer of a notice of sale in foreclosure or other similar notice that the property will be taken in a transaction that is not voluntary by the Employer, except where prohibited by domestic law, and shall remain suspended unless and until the condition that caused the suspension has been resolved completely or the Union delivers a written waiver of the suspension. The Employer shall deliver written notice to the Union of a filing or notice covered by this subsection within five days after the Employer files or receives the petition or notice, and shall include a copy of the petition or notice. Notwithstanding any provisions of this subsection "e" to the contrary, the provisions of this Agreement prohibiting strikes shall remain in full force and effect if (a) in the case of the initiation of any proceeding to authorize the sale of the property in an action filed under the applicable bankruptcy laws, the assumption of the obligations of the owner under this Agreement (as defined

hereinafter) is made an express condition of such sale, or (b) in the case of a notice of sale in foreclosure or similar notice that the property will be taken in a transaction that is not voluntary by the Employer, the lender or other entity causing the issuance of the notice has agreed in writing in an instrument making the Union an express third party beneficiary of the promise, that if it retains ownership of the property, to assume the obligations of the Owner under this Agreement (as defined hereinafter), or if the property is sold or transferred, that it will require as a condition for such sale or transfer, that any purchaser or transferee to assume the obligations of the Owner under this Agreement (as defined hereinafter). For purposes of this subsection "e," the "obligations of the Owner" shall include (i) the obligation of the purchaser or transferee (the "New Owner") to assume this Agreement and to retain the then-current bargaining unit employees, both of which as and to the extent required by subsection "a" above, or (ii) if the New Owner is not the operator of the Property, either directly or through a wholly owned or controlled affiliate, the obligation not to hire a replacement managing entity unless that entity agrees to assume this Agreement and to retain the then-current bargaining unit employees, both of which as and to the extent required by subsection "b" above.

f. The Union shall not be required to post a bond or other security as a condition to obtaining an injunction or other equitable relief against a violation or threatened violation of this Section.

g. The obligations of this section shall expire one (1) year following the expiration of this Agreement. During this one (1) year period, the obligations of this section shall be enforced through the procedures for arbitration provided elsewhere in this Agreement and the Union shall retain the power to seek injunctive relief through judicial action as provided in this section.

Article 27 No Discrimination

The Employer and the Union agree that there shall be no discrimination as to wages, hours or working conditions against any employee on account of race, color, creed, national origin, disability, religion, veteran status, sex, sexual orientation, union status or activity, age or any protected status as provided by law.

Any references including job classification to one gender shall be deemed to include the opposite gender.

Article 28 Sexual / Harassment and Workplace Violence

Harassment and workplace violence will not be tolerated. Individuals engaging in such conduct will be subject to discipline including immediate discharge. Harassment for the purposes of this article includes, but is not limited to, abusive or threatening language, conduct creating a hostile work environment, workplace violence and sexual harassment.

Sexual harassment is also considered a form of sex discrimination. No employee shall be subjected to sexual harassment in the workplace. This shall include sexual harassment because of a person's sexual preference or orientation.

In this spirit a statement of policy and commitment to this principle will prevail in all work areas. The parties also agree that the employers will take reasonable steps to eliminate sexual harassment from the property whether from supervisors, employees or customers, including annual training for all employees and supervisors, of an awareness program regarding the problem of sexual harassment. The employers will confer upon request with the union regarding the contents and scheduling of such programs.

The Employer agrees to give priority consideration to any grievance involving sexual harassment.

Article 29 Probationary Employees

The Employer, during the employee's probationary period, may discipline or discharge said employee at the Employer's sole and exclusive discretion, and neither the Union nor the probationary employee shall have recourse to the grievance or arbitration procedure for any act of discipline or discharge during the probationary period. For all employees the probationary period shall be sixty (60) calendar days.

Article 30 Communication

If English is a second language for an employee, the employee or shop steward may request reasonable assistance with interpretation or translation.

Article 31 Health and Safety

The Employer recognizes its obligation to provide a safe and healthy working environment for each employee. The Union agrees that each employee is obligated to obey reasonable rules related to health and safety.

The Employer agrees to give priority consideration to any grievance involving health and safety.

The Casino shall maintain defibrillators on property. The maintenance and use of defibrillators is managed by security team and is not a responsibility of any members of the Union. The parties agree that the casino must notify the Union in writing within thirty (30) days of the casino's intent to no longer have defibrillators located on property.

Article 32 Room Attendants

No Room Attendant shall be required to do more than twelve (12) credits without additional compensation equal to one-half the employee's regular straight time hourly rate of pay per credit

for each credit over 12 within the eight (8) hour day. When a Room Attendant does more than twelve (12) credits within his/her normal day, he/she will be paid such extra payment for each such extra credit and shall receive no other payment for the time required to do such extra credits. For work performed after eight (8) hours, the sole payment shall be at the rate of time and one-half the employee's regular straight time hourly rate of pay. Extra credits will be distributed equitably. The Employer agrees to consult with the Union upon request regarding any problems in extra room distribution.

The present contractual credit quota shall be reduced by one (1) credit on a day in which there are three (3) double doubles in a Room Attendant's assignment.

Effective on the first day of the pay period following the one-year anniversary of this agreement, the present contractual room quota shall be reduced by one credit on a day when there are seven (7) check out credits in the Room Attendant's assignment. The room quota shall be reduced by two (2) credits when there are eight (8) checkout credits in the Room Attendant's assignment. The room quota shall be reduced by three (3) credits when there are nine (9) checkout credits in the Room Attendant's assignment.

The room attendant will accept all reasonable assignments of extra credits given out on his/her shift whether or not such assignments would require the employee to work beyond an eight (8) hour shift. Appropriate compensation including overtime where applicable will be paid for the extra credit(s) assigned. Room Attendants will be paid bi-weekly for all extra credits done.

Special Attention Rooms. Rooms requiring special attention and which will be held to a higher cleaning standard shall be identified by a special code on the Room Attendant's assignment sheet. One (1) credit shall be dropped for any room so designated. Additionally, inspector supervisors and management shall not hold Room Attendants to a higher standard of cleaning for rooms not specially designated. Hotels may designate rooms as VIP rooms but not require a higher cleaning standard for such rooms. "VIP" rooms shall not be identified on a Room Attendant's daily assignment unless it requires special attention, in which case it will be designated a special attention room by that hotel's special attention code and a credit will be dropped from the daily assignment. The order of rooms to be cleaned may be designated by the notation "priority." VIP rooms may be so identified on the work sheets of quality assurance associates.

For purposes of the above room quota rooms shall be recognized as 1 credit, signature suites recognized as 2 credits, residences recognized as 4 credits, and villas recognized as 6 credits.

The regular full-time night Room Attendants' workday shall be eight (8) hours including meal periods with time and one half for all time worked in excess of eight (8) hours in one night.

When Room Attendants are required to dust three (3) vacant rooms, they may be required to make up one (1) credit to compensate. They may be required to make up one (1) credit for two (2) sleep-outs. Room Attendants shall not have to work on more than one (1) floor, but if required to work on two (2) floors, there shall be a maximum of eleven (11) credits to a section, and if over three (3) floors, the number of rooms in a section is to be negotiated between the Union and the individual Hotel involved.

To the extent reasonably possible, considering occupancy and other factors, Room Attendants shall be assigned to permanent floors or sections. When a vacancy exists in a floor or section assignment, seniority shall be given consideration.

Sufficient linen, equipment, and cleaning materials will be provided to all Room Attendants. The Employer shall make reasonable efforts to provide sufficient linen to Room Attendants on their respective floors.

Room Attendants shall be paid \$3.00 for each cot made up.

Three (3) cots shall equal one (1) credit. Pull out beds shall be counted as cots for purposes of this paragraph when they are not the primary bed(s) in that room.

The Employer and the Union agree that gratuities left by guests in hotel rooms are for the exclusive benefit of room attendants. No one shall be permitted to remove a gratuity from a guest room other than the room attendant who cleaned that room. The employer reserves the right to verify gratuities of \$100 or more prior to release to the room attendant.

Bought Rooms

If the Employer chooses to implement a Bought Room program, the Employer will negotiate with the Union.

The Hotel shall not implement any program or policy whereby guests' rooms are not cleaned after each and every night of their stay. This prohibits a program whereby guests receive a financial incentive to not have rooms cleaned daily. It does not prevent the Hotel from continuing, modifying or establishing a "green program" whereby guests are encouraged to re-use linens or terry.

Article 33 Housekeeping House Attendants

Within one hundred twenty (120) days of ratification the Employer shall meet to negotiate with the Union guidelines for staffing and scheduling of Housekeeping House Attendants.

Only a special team of Housepersons who have been trained fully in the cleanup and disposal of human wastes that may present biomedical hazards shall clean any vomit or feces. These employees cleaning a room requiring special cleaning for vomit or defecation shall be paid \$25.00 additional for cleaning such hazards.

Article 34 Public Area Department

Any employee performing special cleaning for "bio," such as urination, blood, vomit or defecation, shall be paid \$25.00 additional for each incident.

The Casino will provide sufficient foul weather gear of jackets, gloves and hats for all Porters required to perform work outdoors or in the garage.

PAD employees will have the ability to arrange with coworkers to switch shifts across all shifts through an approved process with Management. Shift switches cannot result in overtime or interfere with seniority rights. Frequency of switches will be limited. Management will be notified four hours in advance of shift switches. PAD employees will have the ability to request Unpaid Time Off which shall not be unreasonably denied subject to blackout periods.

Each guest bathroom will be equipped with a permanent and visible sharps bin in which guests can safely deposit sharps.

Station assignment for cleaning of restrooms may be gender specific, i.e., females assigned to the ladies restroom and males assigned to the men's restroom if compliant with local, state, and federal laws.

Sufficient equipment and cleaning materials will be provided in the closet of every section.

Within 120 days of ratification, the Union and the Casino shall meet to discuss the equitable distribution and assignment of PAD sections.

Article 35 Doorpersons and Bellpersons

Four dollars (\$4.00) per room shall be paid for tours, canceled airline flights, school and athletic groups booked after the signing of this Agreement where bellpersons are required to place baggage in rooms. Fronts shall be rotated. Bell captains may take fronts in the hotels where such a practice has been in effect. Bellpersons performing house errands shall have an opportunity to make up all fronts lost.

If a stationary Doorperson is employed on a shift, he/she shall be primarily responsible for loading and removing guests' luggage in and from private automobiles, taxis and limousines, and for summoning taxis for guests. Bellpersons shall be primarily responsible for loading guests' luggage when the bellperson does the checkout for the guest.

The Employer and the Union agree to meet to discuss any concerns regarding the staffing levels of doorpersons and bellpersons.

Article 36 Valet

Section 1. Accident Reports

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before going off duty, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses to the accident. Such report shall be made out on Company time.

Section 2. Liability Insurance

The Employer shall maintain liability insurance covering its operations.

Section 3. Safety

The Employer shall provide adequate extreme foul weather gear.

Defective Equipment - No employee shall be required to drive or to operate any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

Bathroom Facilities – The Employer shall ensure that bathroom facilities at a reasonable distance from work posts be made available to employees.

Section 4. Loss or Damage

No employee shall be required to pay for any loss or damage to freight or equipment, unless such damage is the result of willful misconduct or criminal activity.

Section 5. Background Tests

Once employed, no employee shall be required to take a background test unless the employee is moving to a new position with relevant skills for a background that were not included in a prior check. One example is an employee moving to Valet which requires a driving related background such as DUI/driving records that would not have been required in their earlier position if they were not driving for the company.

Article 37 Transportation Department

Section 1. Accident Reports

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer the employee, before going off duty, shall make out an accident report in writing on forms furnished by the Employer, and shall turn in all available names and addresses to the accident. Such report shall be made out on Company time.

Section 2. Liability Insurance

The Employer shall maintain liability insurance covering its operations.

Section 3. Safety

(a) Employees are responsible for checking vehicles prior to operating to ensure that the vehicles comply with State Motor Vehicle Laws. If it does not meet requirements, employees are required to report the vehicle to the supervisor on duty.

(b) Defective Equipment - No employee shall be required to drive or to operate or work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.

(c) The employee shall report all defects of equipment to the Employer on such forms or in such manner as the Employer may require. All equipment which is out of service is held in a separate location and not available for employee use prior to being sent to the repair shop.

(d) Bathroom Facilities – The Employer shall ensure that bathroom facilities at a reasonable distance from work posts be made available to employees.

Section 4. Loss or Damage

No employee shall be required to pay for any loss or damage to or equipment, unless such damage is the result of willful misconduct or criminal activity.

Section 5. Background Tests

Once employed, no employee shall be required to take a background test unless employee is moving to a new position with relevant skills for a background that were not included in a prior check. One example is an employee moving to Valet which requires a driving related background such as DUI/driving records that would not have been required in their earlier position if they were not driving for the company.

Section 6. Limousine Services

Limousine Drivers who perform greets or errands shall in addition to their hourly wage rate receive ten dollars (\$10) per trip less than 1 hour and twenty dollars (\$20) per trip requiring more than one hour required to perform the greet or errand, subject to annual non-tipped wage increases beginning year 2 of this agreement.

Section 7. Traffic Attendants

Company will consider heavy traffic patterns and staff accordingly.

**Article 38
Front Desk**

For employee safety, doors to the back office behind the Front Desk work area shall be locked.

**Article 39
Cocktail and Casino Service Bars**

Sections are to be rotated on an equitable basis. The Employer and the Union agree to meet regarding any concerns about the section rotation. Section assignments and break time assignments are to be posted at each pre-shift meeting by the time clock. Cocktail Servers are to be given the option to leave early from shifts based on business demands in order of seniority. If a section is closed and the company does not have another section for the employee to work, Cocktail Servers are to be given the option to stay home without incurring a violation of the Attendance Policy.

Cocktail Servers who perform training duty will receive \$18/hour training pay, subject to annual non-tipped wage increases.

Cocktail Servers who wear dresses have the option of wearing a cocktail short beneath their dress. The cocktail short will be furnished by the employer

Cocktail Servers will have the ability to arrange with coworkers to drop and switch shifts. Management will be notified 24 hours in advance of shift switches. Cocktail Servers will have the ability to request Unpaid Time Off which shall not be unreasonably denied subject to blackout periods after their vacation is exhausted.

Cocktail Servers may wear their hair in a bun or a ponytail. The Employer and the Union agree to meet to discuss additional options for stocking colors and shoes.

Within one hundred twenty (120) of ratification the Employer shall meet to discuss with the Union guidelines for the staffing of Cocktail Servers.

Casino Service Bar Porters

Bar Porters who are required to use riders or pallet jacks will be provided with appropriate equipment and training.

**Article 40
Complimented Guests**

For all contracted parties or "Restaurant Event Orders," all service employees working the event shall receive 18% gratuity, regardless of whether the guests are complimented by the Employer.

For all promotional ticketed events in restaurant space, the service employees working the event shall receive 18% gratuity, regardless of whether the guests are complimented by the Employer.

Except for guests complimented for beverages while actively gambling in the casino, when guests pay for food or beverage using Rewards card points or are complimented by a casino marketing host, the server shall receive from the Employer a gratuity of fifteen percent (15%) of the menu price for the food and beverage served, as established by the Employer for such service for that particular event, on those occasions when servers are not given the opportunity to present a check. The Employer may cap this gratuity at one hundred seventy-five dollars (\$175.00) per employee for such service. On those occasions when servers are given the opportunity to present a check to the guest(s), the checks presented by Servers shall contain the words, in prominent letters, "Complimentary – Gratuity Not Included."

Article 41 In Room Dining and Minibar

Within one hundred and twenty (120) days of ratification Employer shall meet to discuss with the Union guidelines for staffing and scheduling of In Room Dining and Mini-bar employees.

5% gratuity shall be paid on all amenities delivered. . A daily tip report shall be posted in the IRD office with hourly breakdown.

Article 42 Gratuities

The fact that a gratuity is not included shall be announced to the guest on all checks. Gratuity calculations shall be printed at the bottom of each check for 15%, 18% and 20%. There shall be an automatic gratuity of 18% added to all checks for parties of six (6) or more.

All gratuities left by customers are the property of the employees and no employee or department head not covered by this Agreement shall take any part of such gratuities or credit the same in any manner toward the payment of an employee's wages, except as otherwise provided by the agreement. The Employer at its sole option may institute programs whereby gratuities are pooled and disbursed on a pro-rata basis to employees based upon hours worked. The Employer along with a gratuity committee for the outlet may determine and publish a formula that allocates a portion of the tips to any other classifications that have taken part in the service for which the original tip was given. Any changes to a tip pool at an outlet must be approved by a majority decision by all classifications affected. If the gratuity committee and management cannot resolve the means of tip distribution, the President of the Union and the Vice President of Human Resources or their designees will be the final arbiters of any remaining issues. Employees taking an Early Out shall receive a prorated share of the gratuity pool, as determined by the number of hours worked during the particular shift or pay period.

The Employer shall not post or display notices that restrict gratuities; provided, however that where The Employer has special events, sale promotions or other functions where the price charged includes gratuities, The Employer may publish, post and distribute literature, brochures and tickets for same which contain a notice or statement that gratuities are either prohibited or are included in such price.

Gratuities of \$20,000 or less signed by a registered hotel guest on that guest's individual hotel check, or by a registered hotel guest or other customer on her individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately prior to the commencement of the employee's next shift, provided that, in the case of gratuities signed on a hotel check, the employee must have followed the Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding her established credit limit.

Gratuities of \$20,000 or more signed by a registered hotel guest on that guest's individual hotel check, or by a registered hotel guest or other customer on her individual credit card, shall be paid to the employee in cash either after the end of the shift or immediately following the Employer's receipt of the gratuity either in cash from the customer or from the applicable credit card company, provided that, in the case of gratuities signed on a hotel check, the employee must have followed The Employer's established and published procedure for verifying that the person who signed for the gratuity is a registered hotel guest and is not exceeding her established credit limit.

Notwithstanding anything herein to the contrary, the Employer shall be permitted to confirm gratuities with guests and the Employer shall not be obligated to pay any gratuities that a guest denies granting or that are the result of an unintentional double gratuity in the case of auto-gratuity. Additionally, the Employer shall be permitted to require an employee to repay any gratuity paid to an employee that a customer disputes with their credit card company that results in non-payment of the gratuity to the Employer.

Tip Allocation Assessment

A Tip Compliance committee of equal number of representatives from Employer and Union will be established to participate in meetings to discuss and provide input into tip allocation assessments prior to the Employer meeting with the Internal Revenue Service (IRS). An agreement between The Employer and the IRS will determine the tip allocation assessments.

Shortages

There shall be no automatic cash deductions from an employee's wages for any cash shortage until after such consultation with the employee and the responsibility for the shortage has been established by the Employer; provided, however, that the employee may have the Union review the case with the Employer prior to any such deduction. When any such deduction is made, the Employer shall notify the employee in writing immediately upon determination that a cash shortage exists for which it intends to deduct the amount of the shortage from the employee's

wages. So long as Food Servers observe the Employer's published procedures governing walkouts there will be no automatic cash deduction from employee's wage pending an investigation.

Presentation of Checks

When checks are presented to guests, they shall be presented by either a Bartender, a Food Server or a Cocktail Server; provided, however, that the above provision of the section shall not apply in cases of banquets or where a master check for a group function is presented. Notwithstanding the above, in restaurant outlets having Front bars, it is the right of the Bartender to take food orders from guest(s) seated at, and desiring to eat at, that Front bar, to place the order with the restaurant kitchen, through computer or any other means, and to have that food order delivered and presented to the guest(s) at the Front by any method determined by management. In these instances, it shall remain the right of the Bartender to present and settle the guest(s) check. In these instances, the gratuity distribution shall be in accordance with Article ____ Gratuities. For purposes of this section, the term "Front" is defined as any bar located in the public area of a restaurant where guest(s) may be seated and served beverages.

Article 43

Banquet Department

Banquet waitpersons, cocktail server, bartenders, and bar apprentices shall be recognized as regular employees and afforded all of the rights and benefits of a regular employee under this Agreement. B and C List servers shall not be eligible for paid time off accruals or holiday pay.

The initial schedule for the Monday through Sunday workweek will be posted on the prior Wednesday. The final schedule will be posted on the prior Friday.

Employees from the B List shall be considered for A List positions before external candidates from outside the casino. Employees from the C List shall be considered for B List positions before external candidates from outside the casino.

The Employer will contribute to the Health and Welfare, for A List employees at the specified rate for one hundred twenty (120) hours per month for twelve (12) months per year. They will be accorded full participation in these programs subject to the eligibility and payroll deductions for employee contributions as are required of all participating employees.

Discounted Banquet Pricing:

A "published menu" is defined as a menu that is offered by the Hotel to the general public at the same price. Published menus and the prices shall be set at the beginning of each calendar year. The Hotel at its sole discretion may offer clients a discount from a published menu price. The banquet gratuity shall be based on no less than eighty percent (80%) of the published menu price.

The service charge for Encore Boston Harbor employee functions is 10% of the retail price. When no published price exists, the price for the item(s) will be set by the Hotel based on the retail price of comparable menu items.

A minimum tip of fifteen percent (15%) will be added to the food and beverage (including alcohol) charge for functions of employees in the bargaining unit who work a function. For all business booked after September 18, 2022 this tip will be increased to seventeen (17%). Gratuity will be pooled and paid out each pay period on a pro-rated basis to servers, bartenders, bartender apprentices, and cocktail servers. Each hour worked by a server shall entitle them to one (1) hour of pro-rated pooled gratuity (one point), each hour worked by a bartender, bartender apprentice, or cocktail server shall entitle them to point eight (0.8) of an hour of pro-rated pooled gratuity (0.8 point). To determine the pro-ration the total pool gratuity will be divided by the total points in the Banquet department.

Upon request, the Employer shall furnish to the Union a breakdown of the distribution of the tip. The Union may also upon request examine the banquet check.

Banquet waitpersons shall be assigned work in rotation.

Each week, work shall be scheduled beginning where the rotation ended in the prior week. Full time (A list) servers' schedules shall be maximized, without incurring overtime, before scheduling B and C list servers. If servers are given the opportunity to go home early at the end of an event, A list servers' shall have the first right of refusal for the hours that remain.

Banquet waitpersons will not be required to rack glasses or scrape dishes except to properly stack dishes on trays.

The Employer must maintain B List and C List banquet employee lists in addition to their A List banquet employees.

The parties agree on the principle that extra banquet work (after A List, B List and C List employees) should be made available to the extent reasonably possible to qualified employees in other classifications. To that end, the Employer and the Union will confer on a system for that purpose. In addition, the Employer and the Union will focus on appropriate banquet training for employees.

Within one hundred twenty (120) days of ratification the Employer and the Union shall meet to negotiate banquet guidelines.

Article 44

Leave of Absence

An employee who receives a written leave of absence from the Employer shall be entitled to all seniority rights upon his or her return to work, which shall be to his/her prior position, provided that he/she returns to work prior to the expiration of the leave of absence, and provided also that he/she has not accepted substitute employment elsewhere during the leave of absence. The leave

may be for up to twelve (12) weeks. The Employer may require certification from the employee's physician as to the employee's inability to work prior to granting medical leave of absence for any disability including pregnancy-related disabilities, and doctor's certification of ability to work prior to return from a medical leave of absence. In returning from leave, an employee must notify management of his/her intent to return to work a minimum of one (1) week prior to his/her anticipated date of return to work.

The employee may apply for an extension if necessary. Upon return to work from an extended leave of absence the employee shall be returned to his/her former position, without loss of prior seniority.

Family Medical Leave

The parties agree to comply with all provisions of the Family and Medical Leave Act, Massachusetts Paid Family Medical Leave, and any amendments to the same.

Immediately following the birth of a child, bargaining unit employees with one (1) or more years of service will be eligible for six (6) weeks paid parental leave per the policy attached in Appendix E.

Employees are eligible for leave under the FMLA if they have worked at least 1,250 hours during the twelve (12) months prior to the requested leave of absence. The Employer may not require an employee to use their accrued PPT and/or vacation time on FMLA leave unless the employee has exhausted his or her Massachusetts Paid Family Medical Leave benefits. If the employee has exhausted those benefits, the Employer may require an employee to use 50% of their accrued PPT and/or vacation time on FMLA leave and the remaining 50% of accrued PPT and/or vacation time may be used at the sole discretion of the employee in accordance with regular scheduling policies.

Permission for leaves of absence beyond those required by law shall not be unreasonably denied, bearing in mind the needs of the business.

Union Leave of Absence

In the event an employee is appointed to any office or position within the Union they shall be given a leave without pay upon proper notification to the Employer. Proper notification shall be two (2) weeks prior to the beginning of the leave. Such leave shall not constitute a break in seniority and will be for a maximum of one (1) year, a minimum of one (1) workweek and shall be taken as full week leaves or multiplies thereof. The parties agree the Union can appoint up to four (4) employees, and not more than one (1) per department at any one time, and an employee cannot be granted Union leave more than three (3) times in one calendar year.

USERRA Protection

The Employer shall comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), as amended. Any employee covered by USERRA shall be entitled to seek enforcement of asserted USERRA rights through the grievance and arbitration procedures in

Article 20 of this Agreement, provided that the employee may be required by the Employer to waive any right of court enforcement as a condition to proceeding to arbitration on the employee's USERRA claims.

Further, the employer shall continue to make contributions into the health and welfare -trust fund during the first year of military service on behalf of any employee who volunteers for military service or is called up to military service because the employee is either in the National Guard or is a Reservist. Such contributions shall be at the minimum level of contributions for coverage required by the Plan.

Upon completion of their military service and upon their return to work, the Employer shall, as provided in applicable regulations make retroactive pension contributions, if any on behalf of the above referenced employees for the entire period that the employee was on leave for military service.

Article 45 Union Stewards

The Union may designate one union steward for every thirty (30) employees.

The above number for the Casino may only be increased by the Union for the purpose of satisfying the needs of a significant number of employees who do not have English as a first language.

The Employer shall recognize such Stewards and treat them with the respect due them as representatives of the employees.

The Union shall notify the Casino in writing of the identity of the Union Stewards and Chief Steward.

Article 46 Local Practices Committee

At the request of either the Casino or the Union, the parties will establish a Local Practices Committee to review practices or procedures that may be in dispute at the Casino. The Committee's purpose is to hold good faith discussions to make recommendations and resolve these disputes outside of the grievance process.

The Committee shall consist of an equal number of Employer and Union representatives. Meetings shall be held during business hours and facilitated by Employee Relations. The length of the meetings and the number of participants shall be decided by mutual agreement between representatives of the Union and the Casino prior to the meetings being held.

The Committee's agreed upon recommendations will be presented to the Vice President of Human Resources and implemented upon his/her approval.

Any recommendations requiring a Memorandum of Agreement that would become part of the Collective Bargaining Agreement will be sent to the Union President and the Casino for approval.

Article 47
Alcohol & Drug Abuse Preventive Program

In the interest of maintaining a safe and healthy work environment, the parties agree as follows:

A. All employees as a condition of employment shall be required to undergo drug and alcohol testing whenever:

1. there is reasonable cause to believe that an employee may be under the influence of drugs or alcohol;
2. it is a part of the terms and conditions of a drug and/or alcohol "last chance" agreement.

B. Employees taking drugs as prescribed by a licensed physician for a personal illness shall not be considered in violation of Employer policy. Employees taking medication which may affect their fitness for duty and/or job performance are required to consult with Human Resources prior to commencing work. Human Resources may not prevent an employee from working if the employee files a letter signed by a physician stating that he or she reviewed the Employer's job description for the employee's job, understands the nature of the work and in his or her opinion the prescribed medication will not render the employee unsafe or unable to properly perform his or her job.

C. Testing may be done by hair, breath, saliva or urine as the circumstances require. (Testing shall only be performed by a qualified testing organization (including a hospital). The parties shall agree upon a list of the regular providers of such testing services to the Employer.

D. Discipline and consequences of positive test results or refusal to submit a sample.

1. An employee, who refuses to submit, cannot submit, or who attempts to alter or tamper with a sample will be deemed to have failed the test.
2. Although the Employer reserves the right, in appropriate cases (such as theft of the employer's property or the employee is a repeat offender), to terminate an employee who tests positive for drugs and/or alcohol or is deemed to have failed the test may be returned to work after consulting with the union following an appropriate professional evaluation by Modern Assistance Programs or any other agreed upon organization.

E. Employee assistance drug and alcohol education and training.

1. The Employer will support drug and alcohol education and training programs in conjunction with the Union.
2. Referrals, counseling, treatment are available through the Union Health and Welfare Plan. If an employee with a substance abuse issue contacts Human Resources or a member of management to request assistance, the Employer will work with the Union to provide needed assistance. Such contact, however, shall not insulate an employee from being required to take a drug or alcohol test or discipline, including termination, for policy violations, misconduct, absenteeism or performance problems or excuse him/her from future compliance with Employer safety and performance standards and work rules.

Article 48

Lateral Service

In order to support the mission of service at the Employer, a high degree of cooperation with managers and with workers is required. In order to promote cooperation in the workplace, managers and workers are encouraged to develop ongoing communication. This provides opportunities to explore ways to accomplish the needs of the employer while recognizing the personal styles and needs of each worker. Consistent with the needs of the workplace, the Union recognizes that cooperation can be beneficial to both the worker and the employer.

Management may, using reasonable discretion, utilize a policy of lateral service for brief periods of time to satisfy guests' and casino's needs. Lateral service is designed to allow employees to help where needed until guest needs are satisfied. It is not designed to be, nor will become, a job combination program nor a permanent cross-utilization initiative.

Supervisors may perform bargaining unit work under the following circumstances:

1. Pursuant to lateral service.
2. Emergencies (Unforeseen occurrences).
3. For training purposes (which will not be used as a substitute for the creation of additional bargaining unit positions or to replace a current bargaining unit employee).
4. To introduce new methods of operation or procedure.

Article 49

Subcontracting

If the employer should decide to contract out its bargaining unit work as opposed to permanently closing down any portion of its facilities then the following will apply:

1. The employer will notify the union at least 90 days in advance of the effective date of any such action and during this 90-day period will arrange a meeting between the union and the new operator.

2. The subcontractor and the subcontractor's employees located at Encore Boston Harbor are subject to this Agreement. Encore Boston Harbor is responsible for notifying the subcontractor of their responsibilities as it relates to this collective bargaining agreement.
3. The union will recognize the special concerns and needs of the subcontracted operation and incorporate such concerns and needs within the terms of this Agreement.
4. If the Employer and union cannot reach a resolution in their contractual discussions, the parties will submit their differences to non-binding mediation. The Federal Mediation and Conciliation Service will be requested to assign a mediator under such circumstances.
5. The hotel, if requested by the union, will bargain over the effects of the subcontract and its impact, if any, on displaced employees.

Article 50

Immigration

The Union and the Employer have a mutual interest in avoiding the termination of trained employees. Accordingly, to the extent not addressed by this Agreement, at the request of the Union, the Employer will meet and discuss issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigrants which impact bargaining unit employees.

For all immigration matters, the Employer will comply with all Federal, State and Local laws.

1. Non-discrimination.

No employee covered by this Agreement shall suffer any loss of seniority, compensation, or benefits solely due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

2. Workplace immigration enforcement.

The Employer shall:

Notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, if it is contacted by the Department of Homeland Security (DHS) or, (formerly the INS) related to the immigration status of an employee covered by this Agreement or if a search and/or arrest warrant, administrative warrant, subpoena, or other request for document is presented. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regard to the DHS matter.

Recognizing the intent of the Article, the Employer will admit agents of the DHS only as it deems necessary and appropriate.

The Employer shall permit inspection of I-9 forms by DHS or DOL only after a minimum of (3) three days written notice or other such period of time as provided by law or where such inspection is otherwise in accordance with the provisions of this Section. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant,

subpoena or other legal process signed by a federal judge or magistrate specially names employees or requires the production of I-9 forms. The Employer shall not provide documents other than the I-9 forms to DHS for inspection or reveal to the DHS the names, addresses or immigration status of any employees in the absence of a valid DHS administrative subpoena, or a search warrant or subpoena signed by a federal judge or magistrate or where otherwise required by law or it is otherwise deemed by the employer to be appropriate under the circumstances.

To the extent legally possible, the Employer shall offer a private setting for questioning for employees by DHS.

3. Reverification of Status

- a. The Employer will provide an employee with a least sixty (60) days' notice that the documents provided by the employee demonstrating work authorization are scheduled to expire and that the employee will need to re-verify their I-9 documentation and provide valid evidence of continued work authorization. Such notice will be provided to an employee through an electronic message to the employee's account in the Employer's human resource system. If the human resource system is unavailable, the Employer may provide notice to the employee at the time clock, by mailing a notice to the employee's email address on file, and/or by direct communication from the employee's manager or human resources office.
- b. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.
- c. The employer shall not retain in its files copies of the identity and work authorization documents presented by the employee.
- d. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.
- e. In the event of a sale of the business of its assets, the employer shall offer to transfer the I-9 forms of its employees to the new employer or, at the employer's option, to jointly maintain the I-9 forms of its employees with the successor employer for the period of three (3) years, after which the successor employer shall maintain said forms.
- f. The Employer shall not take adverse employment action against an employee based solely on the results of a computer verification of immigration or work authorization status.

4. Social Security Discrepancies

In the event that the employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the employer

reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with the SSA's records, the employer agrees to the following.

- a. provide a copy of the notice to the employee and the Union upon receipt
- b. the employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the receipt of a no match letter or other discrepancy and
- c. the Employer agrees that it will not require employees listed on the notice to bring in a copy of their Social Security card for the employer's review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status solely as a result of the receipt of a no-match letter, unless otherwise required to avoid risk of prosecution, and
- d. the employer agrees not to contact the SSA or any other government agency, solely as a result of receiving a no-match from the SSA.

5. Seniority and Leave of Absences for immigration related issues

Upon request, employees shall be released for up to five (5) unpaid working days per year during the term of the Collective Bargaining Agreement in order to attend to DHS proceedings and any other related matters for the employee and the employee's immediate family (parent, spouse, and/or dependent child). The Employer may request verification of such leave.

The Employer shall not discipline, discharge, or discriminate against any employee because of national origin or immigration status, or because the employee is subject to immigration or deportation proceedings, except as required to comply with the law. An employee subject to immigration or deportation proceedings shall not be discharged solely because of pending immigration or deportation proceedings, so long as the employee is authorized to work in the United States.

In the event that an employee has a problem with his or her right to work in the United States, after completing his or her introductory or probationary period, the Employer shall notify the Union in writing, and upon the Union's request, agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached. Whenever possible, this meeting shall take place before any action by the Employer is taken.

In the event that an employee does not provide adequate proof that he/she is authorized to work in the U.S. following his/her probationary or introductory period, and his/her employment is terminated for this reason, the Employer agrees to immediately reinstate the employee to his/her former position, without loss of prior seniority (but length of service for vacation or other benefits does not continue to accrue during the period of absence) upon the employee providing proper work authorization within 12 months from the date of termination.

If the employee needs additional time, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of 12 additional months. The parties agree that such employees would be subject to a probationary period in this event.

The Employer will furnish to any employee terminated because he/she has not provided adequate proof he/she is authorized to work in the U.S. a personalized letter stating the employee's rights and obligations under this section.

6. Limited-English proficient workers

- a. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their choice when speaking amongst themselves during work hours provided that such conversations are conducted in a manner that is respectful of guests and other employees and is consistent with quality guest services.
- b. Upon request of the employee, the Employer shall provide interpreters from its staff, where such staff is available, for employees not fluent in English during any investigation interview that may lead to discipline or discharge. Where the Employer is unable to so provide an interpreter, the Union may provide an interpreter.

7. Change of Status/Immigration.

On the day an employee becomes a U.S. citizen, the Employer will compensate the employee with a one (1) time paid personal holiday in recognition of his or her citizenship.

8. Loss of DACA, DAPA or TPS

If an employee obtains appropriate work authorization within five (5) years after losing work authorization status solely as a result of change in DACA, DAPA, or TPS status, the employee must provide documentation of the work authorization and return to work within six (6) months after obtaining it or forfeit the leave provided in this subsection. The reinstated employee will displace the least senior employee in the employee's former job classification. An employee will not accrue vacation or other benefits based upon particular Plan policies during such absence.

**Article 51
Termination**

This Agreement shall remain in full force and effect from April 19, 2021 until midnight April 18, 2023. This Agreement shall automatically be renewed in full force and effect from year to year after April 18, 2023 unless the union or the Employer signatory hereto individually or through their agent give at least 60 days written notice prior to April 18, 2023, or such notice prior to any April 1st in any following year to the other parties hereto.

Side Letter on Scheduling

The Union and the Employer agree that the scheduling practices at the time of the ratification of the collective bargaining agreement between the parties shall continue for the first six (6) months following ratification, except as modified by mutual agreement. Effective October 18, 2021, the scheduling practices described in Articles 5 (Report Guarantee), 13 (Seniority), and 6 (Hours and Overtime) shall replace the previous practice. Prior to that date, a Labor Management Committee shall be convened to discuss and implement the transition process to the new scheduling practices.

Furthermore, the Union and the Employer agree that the promotions language described in Article 14 (Job Openings) shall not be enforced for the first four (4) months following ratification.

**Appendix A
Wage Chart**

Kitchen Job Classifications			
Chef de Partie	\$23.09	\$25.17	\$27.43
Cook I	\$22.34	\$24.35	\$26.54
Cook II	\$22.09	\$24.08	\$26.25
Kitchen Worker	\$20.53	\$22.38	\$24.39
Kitchen Stewards Porter	\$20.83	\$22.70	\$24.75
Lead Broiler Cook	\$26.00	\$28.34	\$30.89
Lead Kitchen Worker	\$21.53	\$23.47	\$25.58
Utility Worker - Kitchen Steward	\$20.83	\$22.70	\$24.75
F&B Job Classifications			
Apprentice Bartender	\$9.44	\$10.44	\$11.38
Apprentice Bartender - Casino Service Bar	\$15.25	\$16.62	\$18.12
Apprentice Bartender - Gourmet	\$6.44	\$7.44	\$8.11
Bar Porter	\$21.53	\$23.47	\$25.58
Bartender - Casino Service Bar	\$15.47	\$16.86	\$18.38
Bartender - Tipped	\$6.44	\$7.44	\$8.11
Bus Person - Casual	\$13.10	\$14.28	\$15.56
Bus Person - Gourmet	\$11.23	\$12.24	\$13.34
Bus/Runner - Casual	\$13.10	\$14.28	\$15.56
Bus/Runner - Not Tipped	\$18.71	\$20.39	\$22.23
Bus/Runner - Salon Privé	\$15.00	\$16.35	\$17.82
Cocktail Server - Tipped	\$6.44	\$7.44	\$8.11
F&B Cashier	\$21.00	\$22.89	\$24.95
Food Runner - Gourmet	\$11.23	\$12.24	\$13.34
Food Server - Casual	\$7.66	\$8.66	\$9.44
Food Server - Catering & Banquets	\$6.44	\$7.44	\$8.11
Food Server - Gourmet	\$6.44	\$7.44	\$8.11
Food Server - In-Room Dining	\$10.73	\$11.70	\$12.75
Food Server Assistant - In-Room Dining	\$18.71	\$20.39	\$22.23
Fountain Worker	\$21.45	\$23.38	\$25.48
Host Person	\$17.75	\$19.35	\$21.09
Lead Host - Casual	\$18.75	\$20.44	\$22.28
Lead Host - Gourmet	\$19.75	\$21.53	\$23.46
Lead Porter - Banquet Set Up	\$21.53	\$23.47	\$25.58

Lead Sommelier	\$14.40	\$15.70	\$17.11
Mini-Bar Attendant	\$21.39	\$23.32	\$25.41
Porter Set-Up - Banquet	\$20.83	\$22.70	\$24.75
Sales Agent - In-Room Dining	\$16.91	\$18.43	\$20.09
Sommelier	\$13.40	\$14.61	\$15.92
Front Services Classifications			
Agent - Call Center Ops	\$22.62	\$24.66	\$26.87
Bell Attendant	\$11.89	\$12.96	\$14.13
Bell Desk Coat Check Attendant	\$15.12	\$16.48	\$17.96
Butler	\$16.00	\$17.44	\$19.01
Coordinator - FD Status & Head Cashier	\$23.30	\$25.40	\$27.68
Coordinator - Ground and Specialty Desk	\$23.30	\$25.40	\$27.68
Dispatcher	\$21.31	\$23.23	\$25.32
Doorman	\$12.49	\$13.61	\$14.84
Front Desk Representative	\$22.62	\$24.66	\$26.87
Greeter - Tower Suites	\$21.94	\$23.91	\$26.07
Guest Service Attendant	\$22.62	\$24.66	\$26.87
Lead Butler	\$17.50	\$19.08	\$20.79
Reservation Agent	\$22.62	\$24.66	\$26.87
Specialist - Guest Relations	\$23.30	\$25.40	\$27.68
Specialist - Private Access	\$23.30	\$25.40	\$27.68
Specialist - Quality Assurance	\$23.30	\$25.40	\$27.68
Specialist - Reservations	\$23.30	\$25.40	\$27.68
Housekeeping Classifications			
Guest Room Attendant	\$21.28	\$23.20	\$25.28
Houseperson	\$21.28	\$23.20	\$25.28
Status Board Operator - Housekeeping	\$21.92	\$23.89	\$26.04
Turndown Attendant	\$21.28	\$23.20	\$25.28
Utility House Person	\$21.28	\$23.20	\$25.28
Transportation Classifications			
Booth Attendant	\$20.70	\$22.56	\$24.59
Dispatcher	\$21.31	\$23.23	\$25.32
Dock Assistant	\$20.53	\$22.38	\$24.39
Driver	\$15.00	\$16.35	\$17.82
Traffic Attendant	\$20.43	\$22.27	\$24.27
Valet Attendant	\$12.79	\$13.94	\$15.20

Public Areas Department Classifications			
Casino Porter	\$19.50	\$21.51	\$23.44
Porter Utility	\$20.83	\$22.70	\$24.75
Status Board Operator - PAD	\$20.05	\$22.10	\$24.09
Utility Porter - PAD	\$20.50	\$22.60	\$24.63
Horticulture Classifications			
Florist	\$19.50	\$21.26	\$23.17
Gardener	\$19.50	\$21.26	\$23.17
Gardener II	\$20.50	\$22.35	\$24.36
Linen and Uniform Classifications			
Inventory Control	\$21.23	\$23.14	\$25.22
Seamer	\$25.00	\$27.25	\$29.70
Uniform Attendant	\$21.31	\$23.23	\$25.32
Warehouse and Receiving Classifications			
Attendant - Receiving	\$22.44	\$24.46	\$26.66
Attendant - Warehouse	\$22.00	\$23.98	\$26.14
Attendant - Warehouse Offsite	\$22.44	\$24.46	\$26.66

Appendix B Letter of Agreement

It is understood and agreed by both parties that any separate agreements made between the Union and the Employer signatory to the 2021 to 2023 Collective Bargaining Contract which have not heretofore been revoked by the parties shall continue in full force and effect for the duration of this collective bargaining agreement unless the Union and the Property involved in any such separate agreement shall mutually agree to amend or revoke any such agreement.

APPENDIX C

1. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the employees at any operation described in the last paragraph of Article 1 of the Collective Bargaining Agreement (hereinafter referred to respectively as "Operation" and "Employees") of their rights under Section 7 of the National Labor Relations

Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

2. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

3. The Employer will take a positive approach to unionization of Employees. The Employer will not take any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

4. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

5. Whenever the Employer finds it necessary to hire new Employees for vacancies in job classifications covered by this Agreement at an Operation, the Employer shall notify the Union to request applicants for such vacancies. When requesting applicants, the Employer shall state the qualifications applicants are expected to possess. The Union may furnish applicants for the job vacancies specified by the Employer. The Union's selection of applicants for referral shall be on a non-discriminatory basis and shall not be based upon or in any way affected by membership in the Union or the Union's by-laws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership policies or requirements, or upon personal characteristics of an applicant where discrimination based upon such characteristics is prohibited by law. The Employer agrees that any interest demonstrated by an applicant in joining the Union shall not constitute grounds for discriminatory or disparate treatment nor adversely impact the applicant's ability to be hired by the Employer. The Employer shall be the sole judge of an applicant's suitability, competence and qualifications to perform the work of any job to be filled.

6. If the Union provides written notice to the Employer of its intent to organize Employees at an Operation, the Employer shall provide access to an agreed upon area of the premises of the Hotel and to such Employees by the Union. The Union may engage in organizing efforts in non-public areas of the Hotel during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon.

7. Within ten (10) days following receipt of written notice of intent to organize Employees at an Operation, the Employer will furnish the Union with a complete list of such Employees, including both full and part-time Employees, showing their job classifications and departments. Within two (2) weeks thereafter, the Employer will furnish a second list of such Employees to the Union, including the addresses of all Employees. Thereafter, the Employer will provide updated complete lists monthly. The Union will indemnify and hold the Employer harmless from any liability and costs of litigation arising from any lawsuit filed by an employee of the Hotel because the Employer has released to the Union the address of the employee, or to restrain the Employer from releasing the employee's address.

8. The Union may request recognition as the exclusive collective bargaining agent for such Employees. Larry Holden or another person mutually acceptable to the Employer and the Union, will conduct a review of Employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of such Employees. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees and will extend to such employees the Collective Bargaining Agreement between the Union and the Employer together with any amendments agreed to by the parties. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement. The Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 12 of this Appendix, shall be the exclusive remedy.

9. The Union will not engage in picketing or other economic activity at any Operation covered by this Appendix, and the Employer will not engage in a lockout of the Employees. This paragraph will expire with respect to any group of Employees upon recognition of the Union as the representative of such Employees pursuant to paragraph 8; provided, however, if the Employer recognizes any union besides Union as the exclusive collective bargaining representative of Employees, or any of them, this paragraph shall terminate immediately and without notice.

10. No work traditionally performed by Employees in the classifications covered by this Agreement shall be performed in any operation covered by Article I of the Collective Bargaining Agreement under any sublease, subcontract, or other agreement unless the terms of any lease, contract or other agreement are consistent with provisions of Articles 46 and 28 of the Collective Bargaining Agreement.

11. This Appendix and the last paragraph of Article 1 of the Collective Bargaining Agreement shall survive the expiration or termination of the Collective Bargaining Agreement, provided that in the event the Union is recognized at a time when no current collective bargaining agreement is in effect with the Employer, then the terms and conditions to be extended to Employees in an operation upon recognition of the Union pursuant to Paragraph 8 shall be the terms and conditions then legally applicable to employees of the Employer until a new collective bargaining agreement exists, at which time such new Collective Bargaining Agreement shall apply.

12. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration. The arbitrator shall be selected on a rotational basis from a panel of four pre-determined arbitrators, administered by the Labor Relations Connection. Each party shall submit the names of three (3) arbitrators. Upon the submission of the arbitrators' names each party shall strike one name from the other's list. The remaining arbitrators will constitute the panel of arbitrators. On an annual basis (contract anniversary) either party may terminate any panel member. Replacement arbitrators will be selected by the party whose arbitrator selection was removed in an expedited manner. The

arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the United States District Court for the District of Massachusetts, without entry of findings of fact and conclusions of law.

APPENDIX D
Owner Letter

Mr. Carlos Aramayo
President - UNITE HERE, Local 26
101 Station Landing, 4th Floor
Medford, MA 02155

Mr. Sean M. O'Brien, President
Teamsters Local 25
544 Main Street
Boston MA, 02129

Dear Mr. Aramayo and Mr. O'Brien:

Wynn MA, LLC (hereinafter "the Operator" and "the Owner"), the Owner and Operator of the One Broadway, Everett, Massachusetts (hereinafter "the Property"), and UNITE HERE Local 26 affiliated with UNITE HERE and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers, Local 25 as joint representatives (hereinafter collectively called the "Union") are parties to a collective bargaining agreement and various industry-wide and Property-specific side letters and memoranda of agreement (collectively, the "CBA"). The Operator employs the individuals subject to the CBA working at the Property.

This letter agreement ("Agreement") sets forth the Owner's and the Union's agreement to be bound by the following Successor and Assigns requirements with respect to the provisions of the CBA:

i. In the event that the Operator or any other management entity ceases to operate or manage the Property, in whole or part and the property continues to be operated as a hotel or any use covered by the CBA, with or without hiatus, then any replacement management entity shall contemporaneously hire the current employees represented by the Union and assume the CBA as a successor under the CBA.

ii. In such a case, the replacement management entity shall assume all of the obligations under the CBA of the prior Operator of the Property to the employees, the Union or any of the funds to which the Property is required to contribute under the CBA. Further, no provisions, terms, or obligations contained in the CBA shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment or by any change of any kind in the legal status, ownership or management. Owner shall continue to be bound by this letter when the replacement management entity has assumed the CBA.

iii. Owner shall make it a written material condition of any transaction or series of transactions of any kind whatsoever which transfers majority ownership of the Property that the party assuming such majority ownership must assume and be bound in writing to this Agreement if a REIT entity and to the CBA if not a REIT entity. Owner shall make it a material condition of

any transfer of management or operational control, that the transferee replacement management entity assume its obligations under the CBA.

iv. Not less than ten (10) business days prior to the closing date of any transaction described in paragraphs (i), (ii) or (iii) above, Owner shall give the Union notice in writing of such transaction and the notice to the Union will provide the full and complete identity of the successor owner, Operator or other transferee (the "Transferee") together with a duly executed copy of the pertinent portion of the transaction agreement pursuant to which either (a) the Transferee agrees to assume the CBA, or (b) the Transferee REIT entity agrees to assume and be bound by this Agreement, as the case may be.

Said notice will be held by the Union in strict confidence and the Union, upon request of Owner, will agree to a confidentiality pledge upon terms mutually acceptable to Owner and the Union, provided however that such confidentiality pledge will be ineffective upon Owner's violation of this Agreement. If the Union is provided with a signed copy of the relevant portions of the agreement whereby the Transferee REIT entity agrees to assume this Agreement or non-REIT entity Transferee agrees to assume the CBA, as the case may be, the Union will not contact the Transferee prior to the closing.

Owner further agrees that, to the extent it has such documents, as a condition of any such sale, transfer, or assignment, it will transfer to the successor(s) completed Forms I-9 for all bargaining unit employees, obtain from its successor(s) a written agreement that the successor(s) will maintain these Forms I-9 in lieu of completing new Forms I-9 –for bargaining unit employees ("I-9 Agreement") and furnish a copy of the I-9 Agreement (but not copies of the I-9s themselves) to the Union not less than 10 business days prior to the closing of the transaction. The foregoing obligation shall not apply where applicable law mandates the successor, without regard to any voluntary election by the successor, to require bargaining unit employees to complete new I-9 forms, and shall not prohibit the successor(s) from taking reasonable actions and/or requiring employees to take reasonable actions to correct material omissions and errors in I-9 forms received from a predecessor. Nothing in this provision shall be construed to require the Owner, Operator, or any successor to employ individuals who are not authorized to work in the United States, or to prohibit the Owner, Operator or any successor from conducting an E-Verify review of I-9 forms received from a predecessor if such E-Verify review is mandated pursuant to the Owner's, Operator's or successor's status as a Federal Government contractor or by other provision of law.

This Agreement shall survive and continue beyond the expiration date of the current and successor CBAs or other collective bargaining agreements at the Property, so long as the current successorship provision of the CBA (or its substantive equivalent) remains in a successor CBA. Any dispute arising from this Agreement shall be subject to final and binding arbitration in accordance with the scope and rules for arbitration set forth in the current or most recent CBA, regardless whether the arbitration provisions of the CBA are in effect when the dispute arises.

Violation of this Agreement will be deemed to be irreparably harmful to the Union and its members. In light of this potential irreparable harm, and notwithstanding all parties' obligation to arbitrate all disputes concerning the terms of this Agreement, the Union may seek equitable relief in a court of competent jurisdiction as is necessary to preserve the status quo pending

arbitration. If a determination is made by an arbitrator that a violation of this Agreement has occurred, then the union may seek such relief as is necessary to redress and remedy such violation and irreparable harm, including, but not limited to the award of monetary damages and/ or injunctive relief either from the arbitrator, the National Labor Relations Board, a court of competent jurisdiction or such other forum as deemed appropriate by the Union.

Nothing herein shall in any way detract or modify the obligations of Operator or any non-REIT entity Transferee under the CBA.

Should any part thereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. If the parties cannot agree, the issue shall be submitted to binding interest arbitration pursuant to the arbitration procedures in the collective bargaining agreement, regardless whether those procedures are in effect at the time the issue arises or is thus submitted. The remaining parts or provisions shall remain in full force and effect.

APPENDIX E



HOLIDAYS
Time Off for National Celebrations

Encore¹ Boston Harbor recognizes eight (8) paid holidays for non-union hourly (full-time and steady extra) and temporary employees. Temporary employees, for the purposes of this policy only, are directly employed by Encore and not an agency. Eligibility is effective immediately upon the employee's date of hire. The holidays are:

- | | | |
|---------------------------|---|-----------------------------|
| 1. New Year's Day | — | January 1 |
| 2. Martin Luther King Day | — | Third Monday of January |
| 3. President's Day | — | Third Monday in February |
| 4. Memorial Day | — | Last Monday in May |
| 5. Independence Day | — | July 4 |
| 6. Labor Day | — | First Monday in September |
| 7. Thanksgiving Day | — | Fourth Thursday in November |
| 8. Christmas Day | — | December 25 |

PROCEDURE**Regular Holidays:**

1. For departments normally open Monday through Friday, holidays that fall on a Saturday are observed on the preceding Friday. Holidays that fall on a Sunday are observed the following Monday. All other employees observe the holiday on the day it actually falls.
2. In order to qualify for holiday pay an employee must work full shift (with the exception of approved early out due to the change in business demand or any Federal or State protected leave of absence.):
 - * The last regularly scheduled work day before the holiday, and

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- The first regularly scheduled work day after the holiday, and
 - One scheduled day of work during the week in which the holiday occurs, unless the holiday occurs during their vacation.
3. When paying an employee for working on an observed holiday, the employee is paid for the holiday based on their regularly scheduled shift, plus any hours worked that day.
 4. If a holiday falls during an employee's vacation, the employee will receive an additional eight (8) hours of straight time holiday pay.
 5. Due to the nature of our business, it is not always possible for exempt employees to take time off during an observed holiday. Exempt employees may take an additional day off in lieu of the paid holiday within 60 days of the observed holiday
 - If the day is not utilized within the 60 days, it will be forfeited
 - A Holiday Request Form must be submitted to the Department Head for approval and will be done so according to business needs.

RESPONSIBILITIES

Department managers are responsible for managing staff resources and approving time off for employees, including holidays, in a way that meets both the employee's and Encore needs. This includes staffing appropriately for holidays to cover business demands, while minimizing overtime whenever possible.

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VACATION

Providing time off for vacations

Encore¹ Boston Harbor provides annual paid vacation time for all regular full-time, and steady-extra employees who have completed at least 90 days of continuous service. Temporary and seasonal employees are not eligible for vacation.

PROCEDURE

1. Regular employees earn pro-rated vacation hours on the first 40 hours worked per pay week through an accrual process. The total vacation hours accrued annually cannot exceed the balances listed below:
 - a. During 1st year of continuous service - 40 hours
 - b. During 2nd year of continuous service - 80 hours
 - c. During 6th year of continuous service - 120 hours
 - d. During 12th year of continuous service - 160 hours
2. At the end of each anniversary year, the unused vacation balance accrued during that anniversary year can roll over for another 12 months (roll-over period). At the end of the 12-month roll-over period, any remaining hours from the prior year's roll-over will expire.
3. Vacations are taken in daily or weekly increments.
4. Employees submit vacation requests for approval at least thirty (30) days in advance of the requested time off. Any vacation request submitted fewer than thirty (30) days in advance will only be considered in response to extenuating circumstances. Employees will be required to submit a "Vacation Request" through the WIRE under "Information – Manage My Time Off" for approval. Both salaried and hourly employees are required to submit vacation requests for the appropriate approvals.
5. Department managers are responsible for processing vacation requests.

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6. Vacations are taken as paid time off.
7. Vacation pay is equal to the employee's hourly rate of pay, or minimum wage if the hourly rate is below minimum wage, in their current job.
8. Employees must have worked with the company for a minimum of 90 days to be eligible for vacation benefits.
9. Vacation time does not accrue after thirty (30) days during a medical or personal leave of absence.
10. Employees that fail to return to work as scheduled after any approved vacation, without an authorized extension will be considered a voluntary resignation.
11. Employees promoted or transferred to another department within Encore Boston Harbor retain vacation benefits. Employees promoted or transferred to another department within Wynn retain vacation benefits. Employees who accept a position at another Wynn property may transfer vacation accrual or request any earned unused vacation time be paid upon transfer to the new property.

RESPONSIBILITIES

Department managers are responsible for communicating and complying with Encore Boston Harbor's Vacation policy and for scheduling vacations in a manner that creates the least interruption in normal operations.

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SICK PAY

REPORTING SICK PAY

In compliance with the Massachusetts Earned Sick Time regulation, Encore¹ Boston Harbor provides sick time for all full time, steady extra, on call, temporary and seasonal employees who have completed at least 90 days of continuous service.

PROCEDURE

1. Employees are required to notify the Encore Absence Notification System by either calling (1-833-562-9966) or visiting the website (<https://absence.basiconline.com>) to report any unscheduled absence.
2. Employees reporting a sick day should choose the Sick Day option when reporting the absence with BASIC.
3. In addition to reporting the sick call to BASIC, the employee is required to submit a request time off form through the Wire. Employees are given 24 hours from the time of sick call to submit the time off request form, or as soon as practical but must be submitted before the end of the pay period.
4. Sick pay can be requested in increments of one (1) hour and up to a maximum of (8) eight hours.
5. When calling in sick and sick time is available, it must be used. Employees cannot request to take the day unpaid if they have sick time available.
6. When an employee is paid sick pay, the absence will not be assigned attendance points. However, any unpaid sick days will be subject to attendance points as outlined in the company's Attendance Standards Policy.
7. An employee who calls out sick but does not have enough paid sick time to cover the entire absence will be issued a half a point penalty for the hours taken in excess of available Paid Sick Time. For example, if an employee has 4 hours of available Paid Sick Leave, but calls out for the entire 8-hour shift, the employee will be issued a half a point for the time not covered by Paid Sick Time.

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8. Following a break in service of up to four months, an employee shall maintain the right to use any unused sick time accrued before the break in service. Following a break in service between four and twelve months, an employee shall maintain the right to use unused sick time accrued before the break in service if the team member's unused sick time equals or exceeds ten hours. Following a break in service of up to twelve months, team members maintain their Introductory Period days and do not need to re-start the Introductory Period for purposes of using sick time.

FULL TIME EMPLOYEES

Full-time employees will receive 40 hours of sick time at the completion of their 90 days and then again annually on their anniversary date. Sick time does not carry over from anniversary date to anniversary date.

STEADY EXTRA, ON CALL, SEASONAL AND TEMPORARY EMPLOYEES

Steady extra, on call, temporary and seasonal employees will accrue sick time based on all hours worked at a rate of one hour of earned sick time for every 30 hours worked, including overtime hours, up to a cap of 40 hours per benefit year (anniversary date). Unused earned sick time will roll over up to 40 hours to the next benefit year.

RESPONSIBILITIES

Department managers are responsible for communicating and complying with the Massachusetts Earned Sick Time regulation and Sick Pay policy which includes processing sick pay within the pay period.

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PERSONAL LEAVE

Personal Leaves of Absence

Encore¹ Boston Harbor grants unpaid personal leave to eligible employees within the provisions of this policy. Approval of personal leave is based solely upon business demands at the time of the employee's request. Consequently, managers should not request an explanation, written or verbal, as to why the leave is being requested.

Department management and employees are not to process a personal leave under this policy if the time off is sought in connection with a reasonable accommodation for a substantially limiting physical or mental impairment as such leave requests are to be directed to the Employee Relations department for separate review and consideration.

PROCEDURE

1. Any regular full-time and steady extra employee who has completed their introductory period may be eligible for Personal Leave for a maximum of sixty (60) calendar days in a calendar year.
2. Personal leave is taken for a period of five (5) consecutive days or more. Taking unpaid time off at management's request for volunteers during slow business periods of fewer than five (5) days is not considered a personal leave of absence.
3. Unpaid time off from work of up to four (4) days is considered excused personal time off when approved in advance by a Department manager.
4. Requests for personal leave are individually considered, and management has the right to grant or deny a leave based on the business demand at the time of the request.
5. Managers are responsible for submitting a Personnel Action Notice (PAN) to their division vice president for approval of all personal leaves.
6. Failure to return to work from a personal leave will be considered a voluntary resignation.

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7. Employees must use any earned and unused paid time off before taking personal leave.
8. Vacation time does not accrue during a personal leave.
9. Encore will continue to provide eligible employees medical coverage for the first thirty (30) calendar days during a personal leave of absence. During this period employees are responsible for only the contributions regularly deducted from their paycheck. These costs will be charged to the employee retroactively upon the employee's return from leave through payroll deduction. If the employee is on leave for longer than thirty (30) days, the employee will be offered temporary continuation of health coverage under the federal law commonly known as COBRA.
10. Employees covered under a collective bargaining agreement may contact the applicable union for additional information. All other employees should contact the Benefits department for any additional information needed.
11. If an employee is on leave and has an outstanding 401(k) loan, the employee is responsible for informing the 401(k) Administrator or the Director of Benefits at the start of the leave and upon returning from leave. The employee's loan will be placed in suspension for up to twelve (12) months while on leave, however, in no event can the maximum five (5)-year duration of such loans be exceeded. The loan payments must be brought up to date after the leave prior to reaching the five (5)-year maximum loan duration. For additional information regarding loans, an employee may call either the 401(k) Administrator or the Director of Benefits.
12. To apply for personal leave, employees are required to:
 - Complete a Request for Leave form at least thirty (30) calendar days in advance of the need to take a personal leave.
 - The completed form should be submitted to the employee's department manager for approval.
13. To request a leave extension, the employee completes a new Request for Leave form at least five (5) days before the original expiration date listing the new

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extended date. The leave may not be extended beyond the limit of sixty (60) days in a calendar year.

14. Employees on a personal leave of absence that exceeds two (2) weeks must contact their Department manager at least one (1) week prior to the personal leave expiring to confirm their return to work date.
15. The Department manager submits a Return from Leave of Absence PAN online to the Employee Relations department.
16. Under most circumstances, upon return from an approved personal leave, employees will immediately be reinstated to their original position. However, employees will have no greater right to reinstatement than if they had been continuously employed rather than on leave (e.g., if an employee's job was eliminated during the employee's leave, there is no right to reinstatement).
17. Being on a personal leave does not delay a job elimination, suspension or termination. Employees can be disciplined while on a personal leave and must participate in any investigation while on personal leave.

RESPONSIBILITIES

The vice president with supervisory authority over the employee's department is responsible for granting personal leave for employees based solely on business demands at the time.

In addition to communicating and complying with this policy, Department managers are responsible for assisting employees with the transition back to full and productive employment.

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PARENTAL LEAVE

Encore¹ Boston Harbor will provide up to eight weeks of Parental Leave to eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. For payment-eligible employees, the first six weeks of Parental Leave will be paid. Employees may, but are not required, to use available accrued vacation for the remaining two weeks. The purpose of Parental Leave is to enable the employee to care for and bond with a new child. Parental Leave will run concurrently with leave under the Family and Medical Leave Act of 1993 ("FMLA") and/or Paid Sick Leave as applicable.

ELIGIBILITY

Eligible employees working in Massachusetts are entitled to take up to eight weeks of leave for the:

- Birth of a child; or
- Placement for adoption or placement pursuant to a court order of a child under 18 years of age (or under 23 years of age if the individual is mentally or physically disabled).

In order to be eligible for unpaid leave, employees must meet the following criteria:

- Are regular full or part-time; and
- Have completed the probationary period of ninety (90) days.

In order to be eligible for paid leave, employees must meet the following criteria:

- Have been employed with the company for at least twelve consecutive months; and
- Have worked at least 1,250 hours during the twelve consecutive months immediately preceding the date the leave would begin; and
- Be a full- or part-time, regular employee (temporary and seasonal employees are not eligible).

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AMOUNT, TIME FRAME AND DURATION OF PARENTAL LEAVE

1. Eligible employees will receive a maximum of eight weeks of Parental Leave per child. If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of eight work weeks off between the two.
2. For payment-eligible employees, up to six weeks of Parental Leave will be compensated at the employee's regular, straight-time weekly pay, not including gratuities. This paid portion of the Leave will be paid on a biweekly basis on regularly scheduled pay dates. For part-time employees, compensation will be based on the average hours worked in the previous twelve months.
3. Employees must take Parental Leave in one continuous period of leave.
4. Parental Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.
5. Parental Leave does not accrue and shall not be paid upon separation of employment.
6. The use of Parental Leave will not impact the employee's vacation balance or eligibility.
7. Eligible employees may apply for disability benefits related to their childbirth and/or pregnancy-related disabilities under the same terms and conditions that apply to other medical disabilities.

COORDINATION WITH OTHER POLICIES

1. Parental Leave taken under this policy will run concurrently with leave under FMLA, any other medical leave and other applicable state laws.
2. After the Parental Leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued vacation. Upon exhaustion of accrued vacation, any

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remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

3. Encore will maintain all benefits for employees during the Parental Leave period just as if they were taking vacation.
4. Employees on Parental Leave will be afforded the same level of job protection for the period of time that the employee is on Parental Leave as if the employee was on FMLA or other applicable state-qualifying leave.
5. If an employee requests and is granted an extension of Parental Leave beyond eight (8) weeks, and if this extension is not covered by any other statute such as the FMLA or the ADA, the employee's job will be not protected beyond the initial eight (8) week period. Under these circumstances, the Company provides no assurance the employee will be restored to his or her previous position or a similar position when the extension expires.

COORDINATION WITH OTHER POLICIES

The employee must provide his or her supervisor and the Human Resources ("HR") department with at least two weeks' notice of their anticipated date of departure and intention to return to work. If the need for leave arises under circumstances that, for reasons beyond the employee's control, do not allow for two weeks' notice, employees must give notice as soon as practicable. The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

ANTI-DISCRIMINATION

The Company will not discriminate or retaliate against employees because they request or take leave in accordance with this policy.

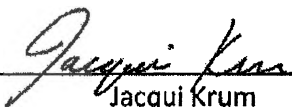
RESPONSIBILITIES

Department managers are responsible for communicating and enforcing this policy.

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WYNN MA, LLC

UNITE HERE Local 26

By: 
Jacqui Krum

By: 
Carlos Aramayo

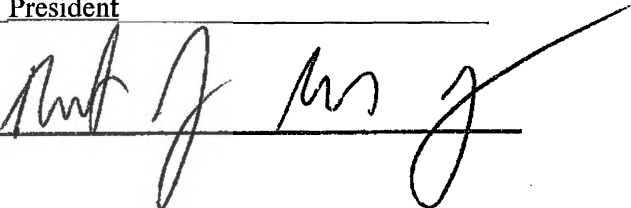
Its: Senior Vice President and General Counsel

Its: President

International Brotherhood of Teamsters, Local 25

By: 
Sean M. O'Brien

Its: President



***** IMPORTANT *****

**UPON TERMINATION OF EMPLOYMENT,
YOU MUST CALL THE UNION DUES OFFICE AT:**

(617) 241-8825

**TO REQUEST A WITHDRAWAL CARD
IMMEDIATELY, OTHERWISE YOU WILL BE
REQUIRED TO CONTINUE PAYING YOUR
MONTHLY DUES.**

**TEAMSTERS LOCAL UNION 25
544 MAIN STREET
CHARLESTOWN, MA 02129**

(617) 241-8825

(800) 537-9825

FAX (617) 242-4284